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# The Solicitors' Journal

[ESTABLISHED 1857.] [REGISTERED AS A NEWSPAPER.]

VOL. LXXVII. No. 47 [PAGES 821 TO 836]. Saturday, November 25, 1933. PUBLISHED WEEKLY PRICE ONE SHILLING

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VOL. LXXVII. **Saturday, November 25, 1933.** No. 47

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## Current Topics.

### Mr. Augustine Birrell, K.C.

MR. BIRRELL, whose death at the age of eighty-three is announced, will be sincerely mourned by a very wide circle of friends, and not least by his old comrades at the Bar. Wherever he went he radiated sunshine and happiness, and with his rare gifts he contrived to light up even the most uninviting subjects in the law. Although he never achieved a very large practice, he had a sound knowledge of law and could expound it with a lightness of touch that gave it an enduring charm. Indeed, we may say of him what Dr. JOHNSON said of GOLDSMITH, that he touched nothing which he did not adorn. Those who have read his little volume on trustees will recall its delightfully humorous touches. Many years ago he gave an address at Liverpool to law students in which, after a powerful plea for the historical study of law, he gave his hearers some very shrewd advice, warning them, *inter alia*, that much of the law contained in the old reports owed its existence to the very conventional manner in which evidence was then taken or omitted to be taken, and he then proceeded: "Nowadays, judges are perfectly free to get at the real facts of any case that comes before them. When they have got at these facts, or, at all events, thought they have got at them, or say they have got at them without thinking so, it is amazing how seldom any law is left. Get at the facts and most cases will decide themselves. It is painful to think how much subtle law has been manufactured upon a purely imaginary state of facts." How true this is, and how whimsically put! Of course, it is as a literary critic, and one of rare merit, that Mr. BIRRELL will be chiefly remembered, but even in the many delightful volumes that came so easily from his pen his legal training has left its impress, not only in the titles he gave them, but in the many allusions drawn from the sphere of law, and quaint reminiscences of older practitioners which may be found scattered up and down his pages, did he endear himself to countless members of his old profession. By these volumes he has built himself an enduring memorial in the hearts of a host of friends.

### Judges and the Privy Council.

ATTENTIVE readers of the daily cause list doubtless observed that for some weeks after his appointment to the Presidency of the Probate, Divorce and Admiralty Division, Sir BOYD MERRIMAN was described as "The Honourable," whereas, during the last week, he has been described as "The Right Honourable," this change in designation being accounted for by the fact that, on 10th November, Sir BOYD was "by His Majesty's command, sworn of His Majesty's Most Honourable Privy Council, and took his place at the Board accordingly." This accession of dignity is in accordance with precedent. Formerly it appears to have been the rule that all the heads of the common law courts, as well as the Vice-Chancellors, were created Privy Councillors, as are now also the Lords Justices of the Court of Appeal, probably as an additional mark of distinction, but also to enable their services to be available, if necessary, on the Judicial Committee of the Council, which in early days was much more of what may be called a scratch tribunal than it is now, when the area of selection of judges to constitute the Board has been greatly widened. More rarely was a Privy Councillorship conferred upon a puisne judge. There were instances of this, however. Thus, both Baron PARKE and Mr. Justice BOSANQUET were sworn of the Privy Council in 1833. Later, Mr. Justice CRESSWELL, on being moved from the Common Pleas and appointed first head of the newly created court for divorce and matrimonial cases, received the like honour. For a long time, however, the practice of conferring the honour on puisnes seems to have fallen into abeyance till it was revived in the case of the late Mr. Justice KEKEWICH, a precedent followed in the case of Mr. Justice (now Lord) DARLING, and more recently still in the case of Mr. Justice AVORY. While puisnes have, as we have seen, only rarely received the honour during their term of office, most of them have received it on their retirement, and several have, as such Privy Councillors, taken part in the work of the Judicial Committee, as did the late Sir ARTHUR CHANNELL, who was ever ready to lend a helping hand in the courts, returning twice after his resignation to assist in clearing off arrears which had been accumulating. Apart from the work of those sitting on the Judicial Committee the office of a Privy Councillor is a purely honorary one, with no duties attached except an occasional attendance at a meeting of the Board to give formal effect to executive orders. In his little book on the "English Constitution," Sir MAURICE AMOS says that there is only one occasion on which the Privy Council meets as a whole, namely, on the death of the Sovereign. Then it assembles together with "the Lords Spiritual and Temporal of this realm," and numbers of other principal gentlemen of quality (including the Lord Mayor and the Aldermen of London) to proclaim his successor.

### The Registration of Osteopaths.

THE controversy at present raging—evidence of which may be seen daily in the correspondence columns of *The Times*—as to the desirability or otherwise of giving official recognition to the profession of osteopathy, recalls the controversy some years ago anent bone-setting, which aroused public feeling to

such an extent that recognition in the form of a knighthood was given to the most distinguished bone-setter of the day. Something akin to the public feeling aroused at that time seems to be working up at the present time, and the *non possumus* attitude adopted by the medical profession is being criticised even by some of its own members. This attitude of requiring a skilled osteopath to devote five years or more to qualifying as a full-grown medical practitioner seems hardly reasonable or necessary. As has been pointed out by one distinguished medical practitioner, the full medical curriculum embraces subjects like midwifery, mental disease and other topics quite useless to the physico-therapist, and it would appear that the time has come when the Royal College of Surgeons might well be asked to consider the desirability in the public interest of granting a diploma in this science on similar lines to that granted to licentiates in dental surgery and let it be granted after due completion of a suitable curriculum in and examination upon subjects pertaining to diagnosis of the conditions which lend themselves to physico-therapeutical treatment. If some such action is not taken voluntarily by the medical profession it is by no means improbable that Parliament may be invited to deal with the subject independently.

### Railway Carriage Regulations.

From time to time criticism is to be heard of the regulations applicable to the use of railway carriages by the public—and at the present time, when colds and catarrh are afflicting so large a proportion of the public, it is inevitable that the subject of ventilating railway carriages should be brought to the fore. There is no doubt that we are still a long way from perfection in this country in this matter; and, indeed, we are a long way behind some other countries. With us it seems to be a choice between being suffocated and being subjected to an intolerable draught. The result is, as has been pointed out by many complainants, that (if we include omnibuses and other public vehicles in the same category) the vast majority of colds and chills—often ending fatally—owe their origin to infectious and comfortless conditions experienced in this way. Surely this is a matter to which the medical department of the Ministry of Health might give special attention? That department finds ample time for dealing with subjects like purity of milk and other necessities for the health of the community. Why not the subject of ventilation of railway and other public conveyances, neglect of which demands so heavy a toll of life?

### A New Point on Restraint of Trade.

Almost every case decided on questions relating to covenants in restraint of trade adds to our knowledge of the law of the subject; indeed, there is scarcely any branch of the law which is in so constant a state of change. The case of *Gilford Motor Co.* v. *Horne* [1933] Ch. 935, is no exception to this, and contains a point which does not seem to have been previously the object of judicial attention. This point was not, it is true, the main issue of this case, which rested upon the reasonableness of the covenant, but it received the careful attention of both Farwell, J., and the Court of Appeal. Indeed, on this point all four of the learned judges were in agreement, though there was a division of opinion on the main issue. The facts shortly were that the defendant had been the managing director of the plaintiff company and had entered into a covenant with it that he would not "interfere with or endeavour to entice away from the company any person, firm or company who at the time, during or at the date of determination of the employment of the managing director, were customers of or in the habit of dealing with the company." This agreement was for six years, but after the expiry of three a new agreement was made by which he ceased to be managing director and received a fixed sum payable in instalments. Shortly afterwards he started a new business in competition, and on action being brought he pleaded, *inter alia*, that the covenant in the first agreement was abrogated by the second agreement. This contention was rejected both by Farwell, J., and the Court of Appeal, the former remarking in the course of his judgment: "Clause 9, the covenant against solicitation, is to come into operation both during the period while the defendant is managing director and afterwards, and when he ceases to be managing director *for any cause*, in my judgment he does not cease to be liable to observe the covenant." Any other decision would have been quite contrary to the intention of the covenantees, and, assuming the covenant to be reasonable, would have created an intolerable position. It is quite inconceivable that any company would intentionally release its managing director from a covenant against solicitation into which he had entered, and it is well that the law does not allow this to be done by implication. It is remarkable that this problem should never have come before the courts before, but now that it has, it may be assumed with some safety that an addition has been made to the law of restraint of trade which will prove more lasting than most in the proverbially "shifting sands" of this subject.

### The Child and the Swing.

Local authorities providing recreation grounds for young children will have to consider carefully how they are affected by the judgment of Mr. Justice McNaghten in *Purkis* v. *Walthamstow Borough Council* (*The Times*, 18th November), in which a common jury awarded an infant plaintiff £150 damages and his father £38 damages in respect of injuries which he sustained on 26th May, 1932, when he fell from a swing in a recreation ground belonging to the defendant council. His lordship gave judgment for the amounts mentioned and, in granting a stay of execution pending appeal, remarked that it was obvious that a question of great public importance was involved. The negligence alleged was the placing of an area of concrete round the base of the swing, and the failure to exercise adequate supervision over the children using the swing. In returning their verdict the jury expressed the opinion that the accident was caused by the lack of supervision. With regard to the alleged negligence in surrounding the base of the swing with concrete, the semi-humorous remarks of Mr. Justice Avory in *Jones* v. *L.C.C.*, 49 T.L.R. 368, at p. 369 (on which we commented in 75 Sol. J., pp. 314, 857) are of some guidance. His lordship said: "It has been stressed on behalf of the respondents that the game had been played on a wooden floor and that there was no matting; if there had been matting it would have been said that there ought to be a mattress; if there had been a mattress it would have been said that there ought to be a feather bed; and if there had been a feather bed, that the boys ought to have been wrapped up in cotton wool or rubber." That was a case in which a jury awarded an infant plaintiff £1,000 at Southwark County Court in respect of injuries inflicted while playing a compulsory game called "Riders and Horses" in a London County Council school. In *Purkis* v. *Walthamstow Borough Council* the added element of an allurement to children was provided and the words of Hamilton, L.J., in *Latham* v. *Johnson* [1913] 1 K.B. 398, became applicable, where he said that the owner of an object of attraction left in a frequented place may be fully liable for injuries to a child too young to be capable of contributory negligence "if he ought, as a reasonable man, to have anticipated the presence of the child and the attractions and peril of the object." The statement of Acton, J., in *Donovan* v. *Union Cartage Co. Ltd.* (1932), 49 T.L.R. 125 (77 Sol. J. 30), on which a writer commented in a previous issue (*ante*, pp. 808, 809) that the allurement must be something which in its nature is likely to cause injury, is also irrelevant, for, as the writer pointed out, "the normal child has a genius for being able to hurt himself with anything." An appeal in this case will certainly provide interesting matter for argument.

# Warranties in Contracts for Work Done and Materials Supplied.

In the case of a contract for work done and materials supplied (as distinguished from a contract for the sale of goods under the Sale of Goods Act, 1893) what warranty, if any, is to be implied as to the fitness of the materials supplied? It is somewhat surprising that no definite answer to this question is to be found in the Law Reports until the present year, in view of the fact that thousands of such contracts are entered into daily.

In the ordinary case of a contract for the sale of goods, there is of course an implied condition under s. 14 (1) of the Sale of Goods Act, 1893, that "where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required, so as to show that the buyer relies on the seller's skill or judgment, and the goods are of a description which it is in the course of the seller's business to supply . . . the goods shall be reasonably fit for such purpose," but this does not apply to a contract under which work is done and materials are supplied.

The question was discussed (although not authoritatively decided) in the well-known "grand-stand" case, *Francis* v. *Cockrell* (1870), L.R. 5 Q.B. 501, where, it will be remembered, it was held that the defendant, who employed an independent contractor to erect a grand-stand on a racecourse, was liable for injuries sustained by the plaintiff (who had purchased from the defendant a ticket entitling him to enter the stand to see the races) as a result of the collapse of the stand owing to the faulty construction. The defendant was not himself guilty of negligence but it was held that there was an implied warranty that the premises were as safe for the purpose for which the contract with the plaintiff was entered into, as reasonable care and skill could make them, and that the defendant was therefore responsible for the negligence of the independent contractor.

Kelly, C.B., said in that case: "I do not hesitate to say that I am clearly of opinion, as a general proposition of law, that when one man engages with another to supply him with a particular article or thing, to be applied to a certain use and purpose, in consideration of a pecuniary payment, he enters into an implied contract that the article or thing shall be reasonably fit for the purpose for which it is to be used and to which it is to be applied. It is indeed subject to a qualification or exception to which I will hereafter advert as determined by the case of *Readhead* v. *Midland Railway Co.*, but that qualification extends only to the case of some defect which is unseen and unknown and undiscoverable, not only unknown to the contracting party, but undiscoverable by the exercise of any reasonable skill and diligence or by any ordinary and reasonable means of enquiry and examination."

In *Readhead* v. *Midland Railway Co.* (1869), L.R. 4 Q.B. 379, referred to by Kelly, C.B., it was held that the plaintiff, who was a passenger on the defendants' railway and was injured by the train being derailed as a result of the breaking of a tyre on one of the wheels, was not entitled to recover damages from the defendants as the defect in the wheel was a latent defect which could not have been discovered by reasonable care and skill.

The contract upon which the plaintiff sued in *Readhead* v. *Midland Railway Co.* was, it will be appreciated, a contract of carriage, and it was later pointed out in *Randall* v. *Newson* (1877), 2 Q.B.D. 102, that, although in the case of a contract of carriage there was no warranty that the carriage was free from all defects which reasonable care and skill could have discovered, there was no such limitation in the case of a contract for the sale of goods.

In *Randall* v. *Newson*, *supra*, the plaintiff ordered and bought of the defendant, a coach builder, a pole for his carriage. The pole broke whilst in use and the horses became frightened and were injured. In an action for damages, the jury found that the pole was not reasonably fit for the carriage, but that the defendant had been guilty of no negligence, and it was held by the Court of Appeal that the plaintiff was entitled to recover the value of the pole and also for damage to the horses if the jury on a second trial should be of opinion that the injury to the horses was the necessary consequence of the defect in the pole.

*Randall* v. *Newson* was decided before the Sale of Goods Act, 1893, and a similar case would of course now be covered by s. 14 of that Act, but the case is of importance in that Kelly, C.B., who was a member of the Court of Appeal, said that if the language imputed to him in *Francis* v. *Cockrell*, *ubi supra*, were correctly reported, he must have expressed himself inaccurately, as he had no intention to apply the doctrine in *Readhead* v. *Midland Railway Co.*, *ubi supra*, to a contract for the sale and purchase of an article to be applied for a specific purpose.*

The result therefore was that the *dicta* of Kelly, C.B., in *Francis* v. *Cockrell* stood, without any exception in the case of latent defects which could not be discovered by the exercise of reasonable care and skill.

The question of implied warranties in contracts for work done and materials supplied was again referred to (but, again, *obiter*) in the case of *Cammell, Laird & Co. Ltd.* v. *Manganese Bronze and Brass Co. Ltd.* [1933] 2 K.B. 141, which came before the Court of Appeal in the early part of this year. Lord Justice Greer, in a dissenting judgment, there said:—"The contract we have to consider is not a contract for work and materials. In such a contract, it may be right to imply an undertaking that the materials will be of good quality and the workmanship carried out with reasonable skill and care."

Although this remark was merely *obiter*, it assisted the Divisional Court in coming to its decision in the recent case of *Myers & Co.* v. *Brent Cross Service Co.* [1933] W.N. 221, where the question of warranties in contracts for work done and materials supplied was definitely raised.

In *Myers & Co.* v. *Brent Cross Service Co.* the plaintiffs entrusted their Essex motor car to the defendants, who were garage proprietors and repairers of motor cars, for repairs with instructions to execute such repairs as were necessary to cure a "knock" in the engine and to renew any parts which, in the defendants' opinion, required replacement. The defendants, in pursuance of those instructions, obtained from the Hudson Essex Co. Limited (the manufacturers of the car) or their authorised agents, six connecting rods, which they fitted to the engine, and for which they charged as an item in their account: "To supplying six remetalled rods, £2 10s."

Shortly afterwards one of the connecting rods broke, causing extensive damage to the engine of the car.

The plaintiffs sued in the county court to recover the cost of repairing the car and consequential damages and alleged that either (1) the defendants had supplied a wrong type of connecting rod; or (2) that the work had been done negligently and improperly; or (3) that one of the connecting rods was defective. The county court judge found in favour of the defendants on the first two allegations, and came to the conclusion that the breaking of the rod was due to an undiscoverable latent defect.

The question, therefore, arose whether there was an implied warranty that the rod supplied was reasonably fit for the purpose, so as to enable the plaintiffs to recover, notwithstanding the fact that the defendants had not been guilty of negligence, and the county court judge entered judgment for the defendants on the ground that, in the absence of authority, he was not prepared to hold that in a contract for work done and materials supplied there was an absolute warranty that the materials supplied were fit for the purpose.

An appeal to the Divisional Court (Du Parcq and Swift, JJ.), Mr. Justice Du Parcq referred to *Francis* v. *Cockrell*, *ubi supra*, and to the *dictum* of Greer, L.J., in *Cammell*,

*See also the more recent case *Maclean* v. *Segar* [1917], 2 K.B. 325.

*Laird & Co. Ltd.* v. *Manganese Bronze and Brass Co. Ltd.*, *ubi supra*, and the court held that the liability of a person supplying goods in the course of doing work and labour was not less than the liability of a person selling goods.

Mr. Justice Du Parcq pointed out that the implied warranty that the goods were reasonably fit for the purpose might be excluded by the owners of the car giving express instructions to the repairers to " get the parts from the makers of the car and fix them," in which case it would be clear that the owners were not relying upon any warranty except that the parts used would be parts obtained from the makers, but that, in the absence of any such express instructions, the repairers would be in no way limited as to the source from which they obtained the parts, and would be liable if there was any defect in the materials supplied, even though it was one which reasonable care could not have discovered.

The case was therefore sent back to the county court judge to determine whether the instructions given by the plaintiffs were general, or were such that the defendants were expressly or impliedly instructed to get the parts from the makers of the car or their authorised agents. In the latter event, the implied warranty would be excluded.

The decision is of great practical importance to car repairers and to all who enter into contracts to do work and supply materials. From the point of view of the lawyer, it is obviously sound that the liability of a person who supplies materials in the course of doing work should not be less than that of a seller of goods under the Sale of Goods Act, 1893.

## Public Houses and Clearance Schemes.

It seems to be growing clear to even the " crankiest " of the housing fanatics that under the name of Housing Acts a great deal of the rankest kind of injustice can be done. The compensation grievance is not far short of scandalous, and though the present Minister of Health has promised that owners of property which they have tried to keep in order will receive less harsh treatment than that which has hitherto been handed out to them, it may be doubted whether Parliament will be much inclined to reverse the existing practice which has stood since 1919 and the Acquisition of Land (Assessment of Compensation) Act of that year. How Parliament failed to see that the Housing Act of 1930 cut at some of the most elementary principles of justice is, indeed, difficult to understand.

As is now well known, under the last Housing Act an area can be declared to be a " clearance area " or an " improvement area." In the former case, all buildings must be demolished within six weeks of the date when, by the clearance order, they are required to be vacated. The owners of the property must do this at their own expense, or, in default, the local authority will do the work, selling the materials in order to recoup themselves. Any expenses incurred by a local authority, after giving credit for the amount realised by the sale of the materials, may be recovered as a simple contract debt in the nearest county court. It is interesting to realise that if the owner does the demolition himself he may be allowed to do what he likes with his own materials.

So far as can be ascertained, the view taken by officialdom at the present time is that under a clearance scheme, *all* buildings in the area, good, bad and indifferent, must come down. After the area is cleared the site belongs to the old owners, but it cannot be used for building purposes or otherwise developed except subject to such restrictions and conditions, if any, as the local authority imposes. If, however, the owners do not rebuild or otherwise develop the area, the local authority has power, under s. 6 of the Act, to purchase such cleared and undeveloped land and the owners get, of course, the site value and nothing more.

If an area is made an " improvement area," that again may involve the demolition of dwelling-houses which are unfit for human habitation. Primarily, of course, repair is the object, but in proper circumstances the house may be demolished. It is clear that the effect of s. 12 of the 1930 Act is to bring into the ambit of s. 46 of the Housing Act, 1925, not only premises which are unfit for human habitation but also every other house within the area which may have been included in the area for the sake of " rounding off " the scheme.

Judging by the reports of the housing schemes which have been so far brought forward, it would seem that local authorities prefer to clear rather than to improve. The incidence of the Government's financial assistance probably has a good deal to do with this, and no doubt it does seem more economical to clear and not to purchase, at any rate at the beginning. The effect upon the small property-owner, however, in many cases will be disastrous.

The position of the owner or licensee of a public-house is no more pleasant. The writer knows of a clearance scheme in the North under which one brewery company is threatened with the loss of five houses of the aggregate value of some sixty or seventy thousand pounds. There is no complaint against structural or other suitability of these houses, either as places where drink may be sold or as dwelling-houses for their licensees. They are in the scheme merely for completeness. The local authority wants a whole given area cleared and these houses must therefore and perforce go too.

Apart from the grievous financial loss which may occur to the owner of a public-house who finds himself by misfortune in an area which has been going down hill and has been declared therefore ripe for demolition, serious and interesting questions arise with regard to the licence. Under s. 47 of the 1925 Act a local authority acquiring licensed premises for the purposes of improvement or reconstruction schemes, as they were then known, may make a contribution to the compensation authority, and further should the authority desire to surrender the licence it may receive a contribution from the compensation fund. In *Northwood* v. *The London County Council* [1926] 2 K.B. 411, the section was considered. It is important in that it contemplates a sale of licensed premises, which can be bought either under s. 46 as a cleared site, or with the price ascertained by compulsory arbitration.

But the Housing Act of 1930 largely supersedes the Act of 1925, and the new position would seem, as indicated, to rest not upon schemes of purchase but of simple demolition. It is true, of course, that local authorities still have the power to purchase before doing anything else (see s. 1 (3)), but it is not likely that in these days they will purchase and then proceed to demolish their own property. Section 47 of the 1925 Act is virtually replaced by s. 14 of the Act of 1930. How a licensee can be compelled to transfer the licence is not, however, clear, although no doubt such transfer could be made a matter of negotiation. If the licence is not transferred it does not thereby come to an end, although, of course, it is of no use to anyone unless a removal is granted or the house is re-built in accordance with the terms of the licensing justices and of the local authority. When would the removal have to be applied for? Section 24 of the Licensing (Consolidation) Act, 1910, would seem to indicate that application should be made at least at the time of demolition. What chances are there of obtaining a removal of the licence must naturally depend upon local circumstances, but the question of redundancy must arise in nearly every case. Justices are hardly likely, one imagines, to sanction a removal into another part of their jurisdiction where already there may be a sufficiency of public-houses.

The matter requires rather more attention than it received at the hands of Parliament when the Bill was passed, and it is to be hoped that the recent housing " drive " undertaken by local authorities at the instigation of the Government will bring to light, and subsequently to remedy, the inequalities and injustices with which the Housing Acts bristle.

# Official Privilege.

"PUBLIC interest" has this week become really a matter of public interest, and considerable publicity has already been given to the case of *Spigelman* v. *Hocker and Austin Smith* and to the decision of Macnaghten, J., therein. The facts, shortly, were that one of the defendants had made a statement while in hospital to a police officer three days after the accident. The police officer was subpœnaed to produce that statement, and objection was taken on behalf of the Home Office on the ground that its production would be contrary to public interest.

*Beatson* v. *Skene*, 5 H. & N. 838, is an early case on the subject. Baron Pollock there said that the question whether the production of a document would be injurious to the public service was one to be determined by the head of the Department and not by the judge, and that the administration of justice was subordinate to the general welfare of the community. This view was indorsed by the Court of Appeal in *Hughes* v. *Vargas*, 9 R. 661, though there the Master of the Rolls did contemplate the possibility of a case in which the judge could say that the public service would not be prejudiced, and to that extent supported the opinion of Field, J., in *Hennessy* v. *Wright* (1888), 21 Q.B.D. 509, at p. 515. The foundation of the rule was laid down by Swinfen Eady, L.J., in *Asiatic Petroleum Co.* v. *Anglo-Persian Oil Co.* [1916] 1 K.B. 822, at p. 830, as being "that the information cannot be disclosed without injury to the public interests, and not that the documents are confidential or official, which alone is no reason for their non-production." Finally, there is the decision in the Court of Appeal in *Ankin* v. *L.N.E.R.* [1930] 1 K.B. 527, in which Scrutton, L.J., said, at p. 533: "It is the practice of the English Courts to accept the statement of one of His Majesty's ministers that production of a particular document would be against the public interest, even though the court may doubt whether any harm would be done by producing it. (He then discusses the position in Scotland, though his statement seems to be inaccurate: see per Lord Thankerton in *Robinson* v. *State of South Australia* [1931] A.C. 704, at p. 708, and continues.) But that is not the law of England. Here, if the Minister says that it would be against the public interest to produce a particular document, the court accepts his statement upon his responsibility."

On these authorities it is quite clear that in a case such as the one before Macnaghten, J., the court is helpless if the Minister says that the production is against public interest. His word is final, and the court will not inquire into his reasons; in fact, to do so in open court, would cause just the damage it is sought to prevent. As he was bound by the authorities, Macnaghten, J., was driven to find technical reasons for eluding them. These he found in the terms of the Home Secretary's letter. In the first place, there was, in his view, a doubt as to whether the Home Secretary referred to the statement taken from the defendant or to the report by the police officer to his superior; and, secondly, there was a doubt as to whether the Home Secretary was claiming privilege for a particular document because of the information it contained, or for a class. He therefore held that the objection had not been taken in the manner necessary to make it valid and effective.

The case calls for several observations. First, it is to be noticed that there is a clear distinction between documents which are privileged because they belong to a certain class, such as despatches from an ambassador and departmental reports made in the course of duty, and documents which may be injurious because of their contents. Secondly, it would seem that different rules are applicable where the Government or one of its departments is itself a litigant. In that case a proper affidavit of documents must be made, and a judge can inspect the documents to see if the claim of privilege is maintainable. See *Robinson* v. *State of South Australia* [1931] A.C. 704. Thirdly, it is quite clear that the failure of this attempt to claim privilege in no way prevents Ministers from making other attempts in other cases. The claim has only to be couched in different words to make it quite unassailable, though if in each running-down case as it occurs the Home Secretary has to attend in person or write a letter to the presiding judge, and the Attorney-General or his "devil" has to appear and argue it, their lives are hardly going to be worth living.

The real importance of the case, however, lies in the principle involved. This can best be discussed by studying the points of view of the Government and of litigants, respectively. It is quite clear that the Government was anxious to prevent statements procured by police officers being producible at the instance of any litigant who wished to have it. The ultimate object was undoubtedly to provide that as a class such documents should be privileged, and to protect that privilege if necessary by intervening in every case where production was claimed. And clearly, once it became generally known that the privilege would be claimed, the practice of issuing subpœnas would inevitably stop. The objection was ultimately not to the contents of the document as such, but to the practice of being obliged to produce them. To effect this the Home Office was prepared to claim for each individual document that its production was against public interest, and once that question is raised, it is clear that the Government is the only party able to gauge the possibility of public damage. A despatch from an Ambassador may be entirely harmless on its face, but the Government alone can estimate the international complications which might arise from is publication, and even if in fact it was harmless, nonetheless the fact of its being producible would dry up channels of communication. No ambassador could freely express his views if there was a chance, however remote, that they should be published to the whole world. Similarly with regard to police statements. From the Government point of view it is for the Government to say whether public interest will be prejudiced by their publication. It is a question of executive policy, and the Government may be right or it may be wrong, but the courts are not the proper place to question a decision of the Executive as to policy. If there is to be any ventilation of the question and criticism of the policy adopted, that must be done in Parliament.

As opposed to this view, there is the point of view of the litigant, and particularly of the solicitor who is preparing his case. They would both agree that if it came to jeopardising the community by publishing State secrets, their own interests must be put into the background. But to be told that a particular document cannot be obtained, not because of its contents, but because it is not the practice of the Government to hand over documents of that class, however innocent, is peculiarly galling. Naturally they will feel that they are being made the victim of bureaucratic oppression without rhyme, reason or excuse; and that the real reason why the Government refuses to hand it over is because of the waste of its time and trouble. If the Government is itself a party to the action, as defendant, for example, the other party will readily infer that the only reason for non-production of the document is because it is prejudicial to the Government's case and because it is against public interest for the Government to lose an action.

There is, of course, something to be said for both views. There is a definite feeling at the moment that the Government are not always using their very wide powers honestly, that difficulties are being put in the way of litigants without any compensating advantage, actual or contingent, to the community as a whole. Efforts have been made to have the whole position as to actions against the Government clarified and brought up to date, and the fact that nothing has been done, in spite of expressions amounting practically to promises, has left a bad taste. It is, of course, quite clear that privilege of

some sort there must be, but at the moment there is a definite lack of confidence. There may be need for new legislation on the question, but if the present state of the law is to continue, it can only work if there is confidence; confidence in Whitehall that proper consideration shall be paid in the courts to the difficulties of government; and confidence among litigants and the judges, who have always been the litigant's best friend, that the vast power and authority of the executive Government will not be abused.

## Company Law and Practice.

**Governing Directors.**

I EXPECT that most company practitioners have from time to time come across that (fortunately for us) *rara avis*, the layman who has a rooted objection, founded usually on distrust, to companies in general. The objection is not found among those who are in the fortunate position of receiving large yields upon capital invested in prosperous companies. Nor is it voiced aloud by those who find in the mechanism and outward form of a company an invaluable cloak for their darker deeds! But there are, nevertheless, some people who consider a company an unwieldy and inhuman sort of affair, hedged in by the rigid rules prescribed by the Companies Acts. I am considering, for the moment, the case of the business man, the head of a substantial trading concern, who finds his undertaking increasing, and feels that he can hardly afford the risk of unlimited liability any longer. Such an individual may be only too anxious to seek the protection afforded to himself and to his family by the benefit of limited liability, yet he oftens hesitates to cross the Rubicon and transfer his undertaking to a private company, because he feels that to do so will in some way limit his own interest in the business. The nature of the business which he carries on matters not at all. Companies have been formed to carry on every conceivable form of activity, from selling seats to watch royal processions to extracting gold from sea-water. But, whatever the nature of his business, no man who has laboured patiently for many years likes to see the control taken out of his hands, which is what some people appear to think must necessarily follow when the business is transferred to a company. Cases have been known where the conscience of an individual has made him reluctant to seek the assistance of limited liability on the ground that his creditors had hitherto always regarded him as liable to the last penny, and that he felt that he could not morally do business with them on any other footing. Such instances are so rare that I make no apology for referring to them. Where a man's fortune is locked up entirely in a private undertaking, and he has a family to provide for, such nice scruples for the welfare of one's creditors might justifiably take second place to family considerations, although in such a case a winding-up will probably be just as disastrous, from the financial point of view, as a bankruptcy.

I am proposing, however, this week to consider in some detail how best the effective control of the sort of private company we have been contemplating can be secured to the owner of the business which it takes over. Some laymen seem to find a little difficulty in grasping the fact that they can control the company completely by an effective holding of all or a majority of the shares. They are often apprehensive that their control of the business will in some way be taken from them, or made more remote by the formation of the company. In a case where there are no sons or other members of the family whom the owner desires to have a share in the business, it is desirable to make the vendor to the company, i.e. the owner, a sort of one-man band. That is to say, he can be the sole director and the secretary. He cannot be the auditor of the company, because s. 133 of the Act says that a director or an officer of the company is prohibited from acting in that capacity. But the articles of the company can appoint him a life-governing director. Where this course is adopted there need be very little external, and practically no internal change whatever, in the conduct of the business.

If the original owner of the business is appointed a governing director the articles should provide upon what terms he shall hold that office. He may be appointed for life, or for a number of years, or until the happening of a certain event. A common provision is that he shall occupy the position of governing director so long as he is the holder of a certain number of shares in the company. This, of course, is tantamount to saying that, so long as he holds the preponderating financial interest in the company, the governing director shall control its affairs. Generally his appointment is coupled with a power to appoint additional directors, and to regulate their term of office in any manner he chooses. These additional directors are designated "ordinary directors," and are usually subject to retirement by rotation. They will hold office upon the special terms prescribed for them by the governing director. The original owner of the business, the governing director, may find it desirable to give sons or other persons a share in the control of the company, and he may appoint such persons to be ordinary directors.

It frequently happens that in a case where the permanent governing director is very much isolated, he may desire to exercise a posthumous control over the company, for instance, for the purpose of safeguarding the interests of a family to whom, or for whose benefit, his shares in the company will devolve upon his death. This may be effected by providing in the articles that, if the governing director shall die whilst he holds that office, he shall have the power of appointing a successor to his office by a will or codicil. A variation of such a course is to provide that the trustees of his will may, from time to time, while the trusts of the will are subsisting, appoint a person to be a director of the company, with power to determine his office. The latter course commends itself in a case in which the deceased governing director has authorised his trustees to retain his shares in the company, and there is a widow or infant children to be provided for. The trustees may thus effectively control the welfare of the business, whilst not at the same time being burdened with the active control, which might be the case if they were authorised to carry on a testator's business which had not been transferred to a company.

It is advisable to include in the powers of a permanent governing director such as we have been discussing a power to resign, and to appoint another permanent director in his place. If this is done the provisions of s. 151 of the Act must be borne in mind, for that section provides that where there is power in the articles for a director or manager of the company to assign his office, no effect shall be given to any such assignment unless it is approved by a special resolution of the company.

While the governing director is in office the control of the company is in his hands, and if he is the sole governing director, he may carry on the activities of the company in any way he chooses consistent with the provisions of the memorandum, and the powers vested in him by the articles. In a case where there is more than one governing director there will be less freedom of action. In a recent case before Bennett, J., *Perrott and Perrott Ltd.* v. *Stephenson* [1933] W.N. 252, a curious position arose. The articles provided for governing directors of which at the material time there were three. Article 90A provided (*inter alia*) that "the governing directors shall have power . . . to appoint and remove at will additional directors and to define and limit their powers and duties . . . In all questions arising the opinion of the governing director or directors shall prevail." A resolution was passed by two out of the three governing directors appointing two additional directors. On a motion for a declaration that such resolution was invalid, Bennett, J., held that the powers conferred upon the governing directors by Article 90A were to be exercised by

all of them acting together, and that the resolution was of no effect. It was argued that the rule of corporation law that, when a duty is delegated to a body of persons, those persons can act at a meeting by a majority, should prevail. Bennett, J., held, however, that such a rule was limited to cases in which the duty to be performed by a corporation was a duty of a public nature, and had no application in the case of articles of a company incorporated under the Companies Acts.

## A Conveyancer's Diary.

**Searches in Bankruptcy.**

I WROTE upon this subject with special reference to searches by personal representatives and trustees in my "Diary" for the 29th October, 1932, and in a later article. In another column there appears a letter from "A.R." who, in effect, suggests that no one is ever safe in paying a debt, because it cannot with certainty be known that the person paid has not had a receiving order made against him.

Absurd as it may seem, I think that really is so.

The protection afforded by the Bankruptcy Acts is to be found in s. 45 and s. 46 of the Act of 1914, and s. 4 of the amending Act of 1926.

If s. 45 is examined, it will be seen that the protection is altogether inadequate :—

"Subject to the foregoing provisions of this Act with respect to the effect of bankruptcy on an execution or attachment and with respect to the avoidance of certain settlements, assignments and preferences, nothing in this Act shall invalidate in the case of a bankruptcy—

"(*a*) any payment by the bankrupt to any of his creditors ;

"(*b*) any payment or delivery to the bankrupt ;

"(*c*) any conveyance or assignment by the bankrupt for valuable consideration ;

"(*d*) any contract, dealing or transaction by or with the bankrupt for valuable consideration :

"Provided that both the following conditions are complied with namely—

"(i) that the payment, delivery, conveyance, assignment, contract, dealing or transaction, as the case may be, takes place before the date of the receiving order ; and

"(ii) that the person (other than the debtor) to, by or with whom the payment, delivery, conveyance, assignment, contract, dealing or transaction was made, executed or entered into, has not at the time of the payment, delivery, conveyance, assignment, contract, dealing or transaction, notice of any available act of bankruptcy, committed by the bankrupt before that time."

I must also set out s. 46, as it is necessary to read these sections together :—

"A payment of money or delivery of property to a person subsequently adjudged bankrupt or to a person claiming by assignment from him, shall, notwithstanding anything in this Act, be a good discharge to the person paying the money or delivering the property, if the payment or delivery is made before the actual date on which the receiving order is made and without notice of the presentation of a bankruptcy petition or otherwise *bona fide*."

I will deal presently with s. 4 of the Amendment Act of 1926, but pausing there, it seems quite certain that payment to a bankrupt is not protected unless, at any rate, it is made before the date of the receiving order. It is not sufficient that the payment should have been made for valuable consideration and otherwise *bona fide* and without notice of any act of bankruptcy, petition or receiving order. It must, to come within those sections, have been made before the date of the receiving order. Even if made in point of time actually before the time when the receiving order was made, that will not do. It must be before the *date* of the receiving order.

I take it therefore, that these sections do not really provide any certain protection. If I pay a tradesman's bill I may not know, and may have no means of knowing whether a receiving order has been made against him or may be made later in the same day. Even if I take the precaution of searching, that could not necessarily result in the disclosure of the receiving order. A receiving order might be made in any bankruptcy district in the country, and although made in the wrong district would still be valid, so that I must take the double risk first of the order not having been registered at the time when I search (it may in fact not have been made) and of its being made in some district in which it has not occurred to me to search.

I referred before to *Re Wigzell* [1921] 2 K.B. 835, which was a very strong case.

A receiving order was made against a debtor who applied for and obtained a stay of advertisement of the receiving order and all proceedings thereunder pending an appeal. The appeal was ultimately dismissed, and an adjudication order made. The debtor had a banking account, and after the receiving order had been made and pending the appeal he paid various sums of money into the account in the ordinary way of business, and drew out other sums to a somewhat larger amount. The bank had no notice of the receiving order, which had not then been advertised.

It was held by the Divisional Court and the Court of Appeal that the sums paid into the bank after the date of the receiving order were the property of the trustee in bankruptcy, and that the bank were not entitled to credit for the sums paid out to the bankrupt as those payments were made after the date of the receiving order, and therefore not protected by ss. 45 and 46.

In passing I may say here that the date of the receiving order is for the purpose of s. 45 the day upon which it is actually made. Thus, in *Re Teale ; Ex parte Blackburn* [1912] 2 K.B. 367, it was held that when on appeal from the dismissal of a bankruptcy petition a receiving order is made, and the order in accordance with the usual practice is antedated as of the date when the petition was wrongly dismissed, for the purposes of s. 49 of the Bankruptcy Act, 1883 (now s. 45 of the Bankruptcy Act, 1914), the date of the receiving order is the date on which it was made and not the date which it bears.

To return to *Re Wigzell*. In order to meet the decision in that case, which of course was rather a serious one for bankers, s. 4 of the Bankruptcy Amendment Act, was enacted. The section reads :—

"Where any money or property of a bankrupt has on or after the date of the receiving order but before notice thereof has been gazetted in the prescribed manner, been paid or transferred by a person having possession of it, to some other person, and the payment or transfer is under the provisions of the principal Act void as against the trustee in bankruptcy, then if the person by whom the payment or transfer was made proves that when it was made he had not had notice of the receiving order, any right of recovery which the trustee may have against him in respect of the money or property shall not be enforced by any legal proceedings except where and in so far as the court is satisfied that it is not reasonably practicable for the trustee to recover in respect of the money or property or of some part thereof from the person to whom it was paid or transferred."

The section is somewhat involved, and I can imagine some questions arising upon it. It seems however clear that it only applies "to payments made between the receiving order and the Notice in the *Gazette*," and also only applies to payments made to some person other than the bankrupt himself. I take it therefore that if the bankrupt in such a case was

to draw and cash cheques in his own favour there would be no protection to the bank under this section. If cheques were drawn in favour of other persons and duly honoured (the bank having no reason for not meeting them) then the bank would not be liable if it were "reasonably practicable" to recover the money from the payee. The section does not apply to the ordinary case of a payment to the bankrupt in discharge of a debt due to him.

The only conclusion at which I can arrive is that it never seems safe to pay your debts.

## Landlord and Tenant Notebook.

**Rent Paid to Wrong Person.**

THE Law of Property Act, 1925, s. 151 (1) re-enacts in modern form what was originally provided by Statute 4 Anne, c. 16: nothing to affect the validity of a payment of rent to a person making a conveyance before notice given by the person entitled thereunder, or to render a lessee liable on his breach of covenant to pay rent before such notice has been given. This protects a tenant on voluntary assignment of the reversion, but is limited accordingly; the provision was, indeed, merely ancillary to those which abolished the necessity for attornment, and in other cases a tenant who finds that he has paid rent to a person not entitled is thrown back on his common law and equitable rights.

Ignorance and innocence on the part of tenant and recipient play a considerable role in determining their rights. A tenant who has paid rent to X is liable to be told that having recognised X he is estopped; but X cannot always get away with it on these lines. In *Gregory* v. *Doidge* (1826), 3 Bing. 474, replevin proceedings, the defendant on the death of the plaintiff's landlord had told the plaintiff that he was the successor, and the plaintiff had acknowledged him and paid some rent. The plaintiff had since discovered that the defendant had no title and had withheld rent; the defendant distrained and relied on estoppel. It was held that, as he had made the representation acted upon, there was no estoppel. This decision was followed in *Claridge* v. *Mackenzie* (1842), 4 M. & G. 143, in which rent had been paid for two years "under protest," the tenant not being certain whether the defendant's title had expired. This case is an authority for the rule that a tenant is not precluded from asserting that his ex-landlord's title had expired.

We are not told that the plaintiffs in the above cases, which arose out of distraints, made any effort to recover what they had previously paid. There have been circumstances in which proceedings have been successfully brought to recover such payments as money had and received. *Newsome* v. *Graham* (1829), 10 B. & C. 234, was an action of this kind brought against trustees of the will of one J.T., who had succeeded to the property of the plaintiff's original landlord, his brother, W.D.T., in 1819. J.T. was a younger brother, and it was believed at the time that the daughters of an elder brother had been born out of wedlock. On their legitimacy being established the plaintiff was ejected, and six years' rent (the tenancy being parol) recovered from him as mesne profits; and this amount, and the costs of the old action, he now recovered from the defendants. As to the costs, apparently the award included these; but it is a little difficult to see how they could be recovered as money had and received to the plaintiff's use.

When a tenant relies on conduct by a person in fact entitled that conduct has to be not only unequivocal but sufficient to amount to a request to pay the other person. In *Williams* v. *Bartholomew* (1798), 1 Bos. & P. 326, the plaintiff, as executor of one E.B., sued for rent due to the estate. E.B. had been life tenant, her estate being liable to be defeated on marriage. In 1786 she had gone through a form of marriage with the plaintiff's father, and some time after the remainderman claimed forfeiture on the ground of this clandestine marriage. The defendant duly paid rent to him, E.B. saying neither yes nor no, and this went on for five years, when she died. It was then discovered that the clandestine "marriage" was bigamous, Mr. Williams senior having had another wife living in 1786. The court distinguished between direction and acquiescence, and the defendant had to pay. I do not know whether he recovered the payments he had made to the remainderman. The sequel to the romantic story of E.B., who succeeded in having it both ways before and after death, would, in any event, be a tame one.

Further, a direction by the person entitled to rent to pay to someone else must be carefully construed by the tenant; it does not necessarily apply to more than one payment. It cannot bring about an assignment of the reversion, and it can be revoked. (See *White* v. *Greenish* (1861), 11 C.B. (N.S.) 209.)

And if the tenant pays the wrong person owing to a mistake of law, the usual consequences follow, as was held in *Finck* v. *Tranter* [1905] 1 K.B. 426, in which the plaintiff unsuccessfully sought to recover a payment made to an equitable mortgagee of the reversion, and so made at the request of the defendant's solicitors.

A tenant may escape having to pay twice and having to sue (when he can) the first payee if the true landlord will sue for an account and payment over of the rents as money had and received to his use. In *Gledhill* v. *Hunter* (1880), 14 Ch. D. 492, the point in issue was whether such a claim could be joined with an action for the recovery of land without leave of the court, and all that was actually decided was that it could, as there was essentially one action only; but the report bears out the suggestion that a tenant may escape the consequences of a mistake in this way.

## Land and Estate Topics.

By J. A. MORAN.

THE market for small house property, leasehold as well as freehold, continues to maintain the activity of the past few months. True, auctions are not so numerous, but then one always anticipates a falling off as we approach the close of the year. But while the hammer is not so active, there appears to be no cessation in private negotiations. Freehold ground rents appear to be snapped up before the auctions; and anything in the nature of a favourable building site is coveted by syndicates or private speculators.

A recent auction sale that deserves very special mention was that of the Ramsey Mill, Oldham, which contains 84,000 spindles, and is one of the latest built in the district. The property was offered for sale subject to the reservations that the purchaser should undertake not to remove the machinery in order to sell it abroad, and that the mill should be kept in running condition. This patriotic gesture was not lost on the public and a sale was readily effected at £8,000.

The Presidential Address of Mr. Percival F. Tuckett at the Chartered Surveyors Institution was up to the highest level associated with this annual review of all that matters to the profession. The views expressed covered a very wide area, but as it is against precedent to discuss an address immediately after its delivery, the speeches that followed were mostly confined to well-deserved congratulations. The President was, naturally, more at home with the housing question than with agriculture, and his severe allusions to the injustice of s. 46 of the Housing Act, 1925, should have a good effect. His reminder that more than one of his predecessors in the chair had also made protests shows how long standing is the grievance.

Surveyors are frequently associated with physical activities, but I doubt if there are many of them who can equal the record just established by Mr. A. L. Ryde. This well-known Chartered Surveyor and member of a distinguished family that has been for a long time associated with the profession had travelled daily between Woking and Waterloo for sixty-seven years before he handed in his season ticket quite recently. When he made his first journey in 1866, railway travel was much less comfortable that it is now. And not only was the journey twice as long as it is to-day, but it was much more tedious.

The eagerly anticipated work " Faraday on Rating " will be on sale before the end of the year. The author has had the assistance of Mr. A. S. Comyns Carr, and, since his illness, the well-known K.C. has been able to correct his own proofs. This means that no time has been lost. Mr. Faraday, in addition to being one of the heads of his profession, has many rare gifts and accomplishments, but the colossal publication now in the press is likely to be his most ambitious effort.

An encouraging sign of the times comes from Hipperholme, in Yorkshire, where a colony of forty houses, of varying types, is being erected strictly under the conditions which prevail for private builders taking advantage of the Housing (Financial Provisions) Act. The houses, which will cost £330 each, inclusive of the cost of land, roads, drainage and footpaths, and will be let at 10s. a week, inclusive, are to be on practical, yet idealistic, lines. No two pairs will be alike, and each will have a living room, a scullery and bathroom, and inside conveniences. There has been much talk about the Act being an uneconomic proposition for private builders, and it is to be hoped that the experiment will prove clearly that the prophets had a mistaken view of the possibilities.

All shopkeepers do not squeal when, in time, their rents appear to be out of proportion to their takings; they are ready to admit they entered into their contracts with their eyes open, and they would be the first to reject the proposal of their landlords that because business turned out much better than had been anticipated, they ought to agree to an increase in their rents. But there are other interests involved in the matter of annual expenditure. For instance, there are the arcade shopkeepers in Birmingham, who paid £100 a year for their water fifty years ago, and nearly six times as much last year, although the consumption in many cases had not increased at all. Here, certainly, is a distinct grievance. Because business premises are rated at a high value is no reason why the persons using them should have to pay through the nose for a necessity of life.

The late Mr. A. C. Bourner, managing director of the London County Freehold and Leasehold Properties, Limited, expressed in his will that if he were a younger man he would realise all his property and go to a country where there was less Socialism and state robbery by taxation and death duties. It would be very interesting to know what country he had in his mind at the time.

Somebody has been asking what is the plural of " will o' the wisp." There are several. One of them is property owners' benefits under the Minister of Health's demolition scheme.

### PRESENTATION OF WINDING-UP PETITIONS.

When a petition for an order for the compulsory winding-up of a company came before Mr. Justice Maugham in the Companies Court last Monday, says *The Times*, his lordship was informed that no list of creditors supporting or opposing the petition had been put in. Counsel for the petitioning creditor then stated that he was unaware of any creditors supporting or opposing, and his lordship said that in such a case a list should be put in showing that no creditors appeared in support of or in opposition to the petition. In standing the petition over for one week his lordship observed that he must be rather strict about the matter, as it was absolutely essential that he should know the views of creditors.

## Our County Court Letter.

### DISTRAINT UPON GOODS ON HIRE-PURCHASE.

In the recent case at Plymouth County Court of *Evans* v. *Ford and Horswell*, the claim was for £40 as damages for illegal distress in the following circumstances: (1) the plaintiff was possessed of a motor-cycle, under a hire-purchase agreement, upon which the amount outstanding was £7 14s. 6d.; (2) in February he had made a verbal agreement to garage the cycle (for 2s. a week) on the premises of one Barker, (3) the latter was the tenant of the second defendant, who (on the 23rd February) signed a distress warrant for rent, (4) the first defendant (a bailiff) accordingly seized the cycle and wrongly advised the plaintiff in two respects, viz., that he had no claim by virtue of his hire-purchase agreement, and would have to pay the rent in order to release the cycle, (5) the second defendant also wrongly advised the plaintiff, viz., that the cycle could not be released, as it was in the bailiff's custody, (6) the cycle was eventually sold by auction for £12, in spite of a certificate of ownership having been produced by the plaintiff's solicitor. His Honour Judge Lias observed that (*a*) the second defendant, by receiving the proceeds of sale, had ratified an illegal act, and his clerk had misled the plaintiff, (i) by not informing him of his right to make a written declaration, (ii) by stating that the matter was entirely in the hands of the first defendant, (*b*) the first defendant had prejudiced the plaintiff by suppressing any mention of legal remedy. Judgment was, therefore, given for the plaintiff against both defendants for (1) the value of the machine, as determined by the registrar, (2) £7 14s. 6d., the amount which the plaintiff was still liable to pay to the owners under the agreement, (3) £10 as damages for deprivation of his machine from the 25th February to the date of judgment, i.e., a total of £17 14s. 6d. (plus the value of the machine) and costs. It was announced that, apart from the judgment, the defendants would give another machine to the plaintiff—an able-seaman, R.N.

### THE SALE OF GOODS ACT, 1893, s. 14.

The scope of the above section was recently considered at Eye County Court in *Wells* v. *Roberts*, in which the claim was for £7 10s., as the price of three calves sold and delivered. The plaintiff's case was that (*a*) in December, 1932, he had bought thirty-eight calves at Uttoxeter, and the defendant's manager offered to buy two; (*b*) as three were left, these were sold at £2 10s. each, but had not been paid for, although they were delivered to the defendant's farm in a healthy condition. The defence was that the calves had to be carried to their straw box, on arrival, and had died within three days of " White Scars." The latter evidence was accepted by His Honour Judge Herbert Smith, who pointed out, however, that (1) there had been no warranty (as to the calves being in good condition); and (2) therefore there was no defence, as he could not find the plaintiff guilty of deliberately selling bad calves. Judgment was accordingly given for the plaintiff, with costs. It transpired that the other thirty-five calves (in spite of their journey of 162 miles from Uttoxeter) had remained in good condition.

### THE RIGHTS AND LIABILITIES OF CHAPEL TRUSTEES.

The above subject was recently considered at Aberavon County Court in *Powell and Others* v. *Matthews and Others*, in which four trustees of the Gibeon Welsh Congregational Church claimed (1) £3 7s. being the total of collections on two Sundays, (2) a declaration that the defendants had not been properly appointed as trustees, (3) an account of all moneys received by one of the defendants since his purported appointment as treasurer. The plaintiffs' case was that (*a*) they were the first trustees, appointed under the chapel deed, which provided for a maximum number of fifteen

trustees, (*b*) in 1932, the trustees and deacons had decided to reduce the pastor's stipend from £6 to £5 a week, (*c*) the validity of this procedure had been disputed, and (in December, 1932) a meeting of church members purported to appoint a new treasurer, and also new trustees to the number of twenty-two, (*d*) this was in excess of the permitted maximum, and new trustees could only be appointed at a properly-convened quarterly meeting. The defendants' case was that they were validly appointed by a majority of the members of the church, at a meeting properly convened. His Honour Judge Frank Davies observed that (1) under the lease, the premises were held on trust for the use of the congregation, according to the rites of the denomination, (2) the trustees under the lease were only empowered to deal with the premises, and not to collect or distribute money, (3) the number of trustees was not limited to fifteen and might be increased by the congregation, (4) the new treasurer was appointed in the presence of the old one, who raised no objection. Judgment was, therefore, given for the defendants—no order being made with regard to the accounts, as the parties had arrived at an agreement thereon.

### SEAMEN AND WORKMEN'S COMPENSATION.

In the recent case at Weston-super-Mare County Court, of *Bull* v. *Elders and Fyffes Limited*, an award was claimed in the following circumstances: (1) on the 18th February, 1932, the applicant (while a quartermaster in the s.s. *Zent*) was clearing out the water scupper in the aft refrigerator, (2) owing to the rolling of the ship, his little finger was crushed, while he was passing through a door, and the captain removed the tip by performing an emergency operation, (3) the rest of the finger was removed in Weston Hospital, and (by reason of loss of grip, and pain during cold weather) the applicant was unable to resume quartermaster's work, e.g., steering the ship, handling wires, ropes, etc., and cleaning paintwork, (4) his earnings had been £3 1s. 10d. a week, and compensation at the full rate (viz., £1 10s.) had been paid until the 7th February, 1933, when payments ceased, (5) being now an auxiliary postman, the applicant was only earning £1 9s. 2d., plus insurance, (6) having been in the Navy from 1906 until 1930 (when he retired on pension as a chief petty officer) the applicant was not a malingerer. The respondents' case was, that (*a*) the applicant was medically examined in January, 1933, when he was capable of performing a quartermaster's duties, (*b*) incapacity had ceased, and the disability was exaggerated. His Honour Judge Parsons, K.C. (having consulted the medical assessor) held that the applicant was unable to work as a quartermaster, and an award was made for compensation at the rate of 12s. 6d. a week from the 7th February, 1933, with costs on Scale B. The respondents had paid into court (with a denial of liability) the sum of £37 14s., which was ordered to be set-off against the amount awarded.

### PERSONAL INJURIES FROM DANGERS UNDERFOOT.

(*Continued from* 77 Sol. J. 700.)

In the recent case at Torquay County Court of *Grayley* v. *Brixham Co-operative Society* the claim was for damages for negligence, in the following circumstances: (1) the plaintiff, while going upstairs to the manager's office, had slipped on the floor and knocked her head against a pillar, (2) the manageress expressed regret that too much polish was on the floor, by reason of which she had been telling customers to be careful. This conversation was denied by the manageress, who stated that (after the accident) she applied a clean mop to the floor, but found no excess of oil. There was a conflict of evidence (as to the state of the floor) among other users of the shop on the relevant date, and it was stated that no other complaint had been received, although 32,000 people had passed through the same department in twelve months. His Honour Judge The Hon. W. B. Lindley held that there was an excess of oil at the particular spot, due to the negligence of the defendants. Judgment was, therefore, given for the plaintiff for £15 (special damage) and £55 general damages, with costs.

## In Lighter Vein.

### The Week's Anniversary.

Lord Chief Baron Skynner was one of those perfectly competent judges who nevertheless leave little trace on legal history. In 1739 he was admitted to Lincoln's Inn, where he was called to the Bar nine years later; 1771 saw him Attorney-General of the Duchy of Lancaster, a silk, a Bencher of his Inn and Member of Parliament for Woodstock. Continuing to collect advancements, he became second judge of the Chester Circuit and Recorder of Oxford before he reached his final goal and was raised to the head of the Court of Exchequer. There he presided for ten years with learning and ability till his resignation in 1787. He retired to his estate at Great Milton, where, with his friend, Ashurst, J.—"Judge Ashurst of the lantern jaws"—who, after leaving the Bench, settled in the next parish, he was able "to enjoy that dignified ease to which their high station and great attainments entitled them." He died at Bath on the 26th November, 1805. A pleasant specimen of his wit may well be recalled. Some friends were critising the lame and halting manner of speech of a certain learned serjeant who had originally practised as a doctor and accoucheur. Skynner observed that "though it was true he had often delivered other people, it was never understood that he could deliver himself."

### Noises Off.

Certain bumping noises which recently interrupted the course of justice in the Court of Hawke, J., provided first-class mystification for the custodians of Street's unpractical Victorio-Gothic maze. "The grave of modern Gothic" is the second name of the Law Courts; perhaps its ghost was knocking at the floor. It may be that such a thought crossed the mind of the learned judge when he said: "I do not know whether the Law Courts are becoming haunted, but I am told that up to now every effort to find where the knocking is coming from has been unsuccessful." It was from the Four Courts in Dublin that there emanated the classic suggestion for such occasions. One of the judges, his peace disturbed by a grating sound intruding from some part of the building, sent his usher to "find out what the noise is that's going on and have it stopped." "My lord," interposed one of the counsel, "I understand it's only somebody filing affidavits in the next court." Ball, J., was once so much annoyed by the noise of a mill wheel near the court at Cork that he ordered the miller to cease work till the conclusion of the Assizes, a peremptory injunction which was apparently obeyed.

### Trespassing in Safety.

At the Chester Assizes, Mr. Justice MacKinnon explained that the origin of the notice "Trespassers will be prosecuted" lay in a repealed statute of George II, making it an offence to trespass after a warning had been given. "People know it cannot be enforced," he observed, "and that is why they do it. I trespass about once a week." In this, his lordship is following sound judicial tradition, even if tendering somewhat dangerous advice. Mr. Justice Mathew, in trying a right of way case, in which the plaintiff relied on having put up a board marked "Private Road," asked: "What's the good of that? Whenever I see 'Private Road' stuck up I know it is a short and easy cut and go down it. Why did you not build a wall across it?" Lord Bramwell used to say that when a freeholder objected to his trespassing, his practice was to sit down on the grass, tender one shilling for any damage he might have done and request the landowner to order his servants to carry him with reasonable care to the nearest highway. This procedure has seemingly been safe since *Bush* v. *Powell*, where the plaintiff trespasser recovered damages for having been dragged across the defendant's fields and through a horse pond. Would the trespassers have any remedy if removed with due care but upside down? (No charge is made for this suggestion to landlords!)

# POINTS IN PRACTICE.

**Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.**

**Rent Restrictions Acts** —IMPROVEMENT.

*Q.* 2864. A client is proposing to avail herself of the opportunity of connecting cottages, of which she is the owner, with a new water supply which is being provided at a village near here. At the present time the supply is by means of tanks, the water being collected from roofs of cottages and out-buildings. The question arises whether such an improvement would be regarded as an improvement within the meaning of the Acts. So far we have been unable to find any definite ruling on the point.

*A.* There appears to be no authority directly on the question, but it would appear that the provision of the new water supply would be an improvement within s. 2 (1) (*a*) of the Rent and Mortgage Interest Restrictions Act, 1920. The consent of the tenant to the improvement is desirable if it is proposed to increase the rent in respect of the expenditure on such improvement (see Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, s. 7 (2)). If the house were without a proper water supply, and the local authority had served a notice under the Public Health Act, 1875, s. 62, requiring the house to be supplied with water, it would appear that the landlord could not in that case increase the rent in respect of such expenditure.

**Rent and Mortgage Interest Restrictions (Amendment) Act, 1933.**

*Q.* 2865. Is it necessary and/or desirable to register Class C properties which are owner occupied? If not registered and owner desires to let, will he have to let at a controlled rental?

*A.* It is not necessary to register with the local authority a Class C house already decontrolled which was in the occupation of the owner thereof at the date of the passing of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, as the house was not "let as a separate dwelling immediately before the passing of this Act" (see s. 2 (2)). Such a house will remain decontrolled, and if the owner desires to let it, he will be subject to no restrictions as to rent.

**Policies Effected** FOR THE BENEFIT OF SURVIVOR OF HUSBAND AND WIFE—ESTATE DUTY.

*Q.* 2866. I have had a number of cases recently where a husband has taken out a policy on his own life for the benefit of the survivor of himself and his wife. In some cases it is obvious from the circumstances that the husband has kept up the premiums. In other cases it appears that the wife may have kept up the premiums out of housekeeping moneys. In one case where the husband kept up the premiums the widow was indignant at having to pay estate duty, and it appears that the company with whom the policy had been taken out had advised her that no estate duty would be payable. In another case, where I am acting for the creditor of a deceased who has taken out letters of administration as a creditor, my client is endeavouring to ascertain what policies there were on the life of the deceased, but the insurance company refuse to divulge anything beyond the fact that there were policies such as those referred to, and say, as there is no estate duty payable, he is not concerned. As my client wishes to ascertain exactly how it is that there were no moneys in the house or at a bank on the date of death of the deceased, he is making enquiries with a view to ascertaining if the deceased's moneys have been employed in keeping up such a policy. The estate is apparently insolvent. I shall be glad to have your views generally as to whether estate duty is payable on the policy moneys or on a portion thereof.

*A.* The officials of the estate duty department claim that estate duty is payable on the contingent interest of the deceased in the policy money, and we have previously given an opinion that such claim is probably technically correct in ordinary cases (see as to contingent interest, *Attorney-General* v. *Pearson* [1924] 2 K.B. 375). We do not think the wife has any legal claim to surplus housekeeping money unless an express agreement can be proved or (perhaps) implied by the knowledge of the husband that the wife was retaining and investing the surplus, which otherwise the husband could claim. We have never heard of a case in which an insurance company refused to give particulars, or a bank refused to disclose its customer's account to his personal representative. An action for an account would lie against a bank or any person who was alleged to have dealt with cash of the deceased, but under the circumstances probably the administrator would be well advised to have the estate administered by the court and act in the matter under the court's direction.

**Will**—ATTEMPT TO MAKE THE STATUTORY POWER OF ADVANCEMENT APPLICABLE TO MERE LIFE INTERESTS—EFFECT.

*Q.* 2867. By his will, dated 22nd December, 1928, a testator devised and bequeathed his residuary estate upon trust for sale and conversion. After payment of debts and funeral and testamentary expenses, he directed his trustees to stand possessed of the residue of the proceeds of such sale and conversion Upon trust for his children in such manner that the share of his son should be one-half of any one of his daughters and that his said daughters should be entitled in equal shares. He then directed that "the statutory advancement clause shall apply for the benefit of my children and more remote issue," and that "my trustees shall stand possessed of the share of any daughter of mine or the investments representing the same (subject to any advancement which may be made for her benefit under the power for that purpose hereinbefore mentioned) Upon trust to pay the income thereof to such daughter for her life without power of anticipation during any coverture" with remainders over. The testator left a son and four daughters. One of the daughters has requested the trustees to make an advance to her under the statutory advancement clause incorporated in the will. The solicitors for the trustees contend that, as the daughter is only entitled to a life interest in her share, the trustees have no power to make an advance. It is contended on behalf of the daughter that, though the statutory advancement clause applies normally only to vested or contingent interests in a trust fund, the express direction in the will that it should be available for the benefit of testator's "children" makes it an express power to advance to a daughter, even though she is only a life tenant in respect of her share. This seems to be borne out by the direction that the trustees should hold a daughter's share "subject to any advancement which may be made for her benefit under the power for that purpose hereinbefore mentioned." Your opinion as to whether the trustees can make an advancement to a daughter is required and any authorities on the point. The following information will possibly affect your opinion: The testator devised a house

to the daughter now—applying for an advance, with the intention that such daughter should have a home of her own in the event of the family home being sold. The testator's intention was frustrated by the unfortunate fact that the house he devised was one in respect of which he was only life tenant under his wife's will. The family home has now been sold, and the daughter requires the advance to enable her to purchase a house of her own.

*A.* An advancement under the statutory power is in its essence an anticipatory payment in respect of a fund to which the individual is or may be entitled. The power has no application to a fund to the capital of which the person sought to be advanced has no absolute, contingent or possible claim. It seems to us, however, that it is perfectly competent to a testator to direct that such a power of advancement shall apply to cases to which it would not, apart from such direction, apply, and in this case the testator seems to have done so in no very uncertain manner. As our subscriber points out, the use of the words "subject to any advancement which may be made for her benefit under the power for that purpose hereinbefore contained" used in connection with the shares of daughters indicates that the testator appreciated the effect of his direction. We have not been able to trace any authority upon the point, but the opinion is here given that the trustees can properly make the advance.

### Execution Creditor and Interpleader.

*Q.* 2868. A client of mine approached me with a view to taking proceedings against a certain Mr. B in respect of a claim for goods sold and delivered. A writ was duly issued, and when judgment had been obtained and it was decided to levy execution, I was informed by the sheriff's officer that in previous cases which he had had against the same defendant all the goods on the defendant's premises had been claimed by another party. After careful inquiries it has been elicited that this man is in the habit of carrying on businesses with the apparent object of obtaining goods, and then, on being pressed for payment of the same, the goods are all said to belong to another party, who is in reality one and the same person. This man is also in the habit of trading under various names. Inquiries have been made at the local police office regarding the character of the defendant, but nothing is recorded. Under the circumstances outlined above I shall be glad whether you can advise if any criminal proceedings can be taken, and if so, what should be the nature of the same ?

*A.* The remedy on the facts given is not to take criminal proceedings, but the sheriff's officer—instead of withdrawing—should interplead. The claimant will then be required to prove his title, which he apparently cannot do, if the result of the inquiries is correct. Judgment will therefore be given for the execution creditor, who will be entitled in due course to sell the goods seized.

### Conveyance by Company with Concurrence of Mortgagee —Part only of Property comprised in the Mortgage —Memorandum of Satisfaction.

*Q.* 2869. We are acting for a purchaser of a plot of land forming part of a building estate belonging to a private limited company. This company has the whole estate mortgaged by a legal mortgage, and the deeds are in the possession of the mortgagee. The mortgage is registered in the Register of Mortgages and Charges in the Companies Registration Office. A part of the purchase money for the particular plot of land is being paid to the mortgagee in part discharge of the legal mortgage and he is joining in the conveyance to the purchaser to release the particular plot of land from the mortgage. Is the purchaser entitled to insist, at the vendor's expense, upon having a memorandum of satisfaction filed and the plot of land discharged from the register, or can he safely complete by ignoring the entry in the register ? Please give the authority.

*A.* As the mortgage is a legal one and the mortgagee is to concur, there is no necessity in our opinion to have a memorandum of satisfaction filed. A purchaser on a re-sale, if he acquired notice of the mortgage by searching, would see from the concurrence of the mortgagee that the mortgage was released in respect of the plot. The object of the registration is the protection of the creditors (or rather persons intending to become creditors) of the company : Companies Act, 1929, s. 79.

### Dramatic Societies and the Theatres Act, 1843.

*Q.* 2870. A private amateur dramatic society hire a hall which is licensed for public music and dancing and therein produce and perform various plays to their members. The society pay royalties, and the members of the society pay an annual subscription and are allowed the privilege of obtaining guest tickets for which they have to pay a certain figure, and these guest tickets entitle them to bring a friend to the performance. The performances are held at regular intervals throughout the winter. Occasionally the society pay for some professional performers to provide an entertainment for them. There is nothing to stop any member of the public joining the society if they wish to do so, but every person so joining has to sign a declaration that he is interested in the drama and his name is placed before a committee, for election to the society. The rules of the society state that it is formed for the fostering of interest in drama and lectures are delivered and classes in various branches of acting are given at regular intervals and educational work is generally carried on in addition to the entertainment. Under these circumstances it is required to know if a theatre licence must be obtained under the provisions of the Theatre Act, 1843. Reference is made to this in "Patterson's Licensing Acts," 1933, p. 294, and the case referred to is *R.* v. *Gray* (*The Times*, 11th November, 1911). This, however, does not seem very conclusive.

*A.* On the facts given, a licence is necessary under the above Act. While it is agreed that the decision in *R.* v. *Gray* is not very conclusive, the metropolitan magistrate made one thing clear, viz., that "it was essential in the interests of the public that a theatre . . . should come under the inspection of the local authority, which was responsible for the protection of the public from the danger of fire." This subject was discussed in a "Current Topic" entitled "School Stage Plays" in our issue of the 21st April, 1928, in which a case was noted of a conviction at Bath. The unsuccessful defence was that the performance was by invitation, at an educational establishment, and was therefore no more public than if held in a private drawing room. The conviction was upheld by the Recorder of Bath, as reported in the *Bath and Wilts Chronicle and Herald* for the 5th and 6th October, 1928. The appeal to the Divisional Court was dismissed (sub. nom. *de Reyes* v. *Phillips*) on the 10th April, 1929, and is doubtless reported in the last-named journal for that week. The test is whether the premises are a place of public resort, as appears from a judgment of the stipendiary magistrate of Manchester in a case noted (sub. tit. "Stage Plays in Churches") in the *Justice of the Peace* for the 22nd December, 1928, at p. 833. As appears from the first-named decision, *supra*, the place is "public" if any member of the public can—on making the necessary declaration—become a member of the society.

### Title to Stolen Ring.

We are indebted to a subscriber for pointing out that the answer to *Q.* 2858, which was published in our issue of 11th November, at p. 797, omits to inform the questioner that D has a right of action against C on implied warranty of title unless the circumstances were such as to negative such warranty (Sale of Goods Act, 1893, s. 12, *Rouland* v. *Divall* [1923] 2 K.B. 505).

## Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

### "Searches in Bankruptcy by Personal Representatives."

Sir,—I see that Mr. A. Powell has raised the question discussed in your "Conveyancer's Diary" on the 29th October, 1932, as to whether a personal representative or a trustee is ever safe in handing over a fund to a legatee or *cestui que* trust.

I quite realise the dangers mentioned, but the question I would like to ask, and the one I would like your writer to deal with if he intends to deal with the matter again, is this—are the dangers peculiar to a personal representative and a trustee? Or, in other words, is it ever safe for any person ever to pay a sum of money or deliver property to another person?

If one pays or delivers on Tuesday it is always possible that a receiving order was made on the Monday, and this one is not protected by ss. 45 or 46 of the Bankruptcy Act, 1914. One may be protected, for what such protection is worth, by s. 4 of the Bankruptcy Amending Act of 1926, but if one pays on the Wednesday then the receiving order may have been gazetted on the Tuesday, and so one loses even that protection. The only absolute protection appears to be that given by the L.P. (Amend.) A. of 1926, i.e., if one searches, receives a clear certificate and completes a sale of freeholds or leaseholds within the two days.

There may be an elementary answer to the above questions, but a number of persons to whom I have put the questions do not know the answer. And in any case I think it might make the matter clearer if your writer discussed the more general question; the position of a personal representative and a trustee would then stand out in distinction.

11th November. R. A.

## Obituary.

### Sir ROBERT DIBDIN.

Sir Robert William Dibdin, a former President of The Law Society, died at his home at Hampstead, on Sunday, 19th November, at the age of eighty-five. He was admitted a solicitor in 1871, and became senior partner in the firm of Messrs. Bridges, Sawtell & Co., of Red Lion-square, Holborn. He was Mayor of Holborn in 1902–3, and was an Honorary Freeman and an Alderman. In 1909 he became a member of the Council of The Law Society, and in 1924 he was elected President. He received the honour of Knighthood in 1925. Sir Robert Dibdin was also an Honorary Member of the American and Canadian Bar Associations, Chairman and Treasurer of the National Benevolent Institution, President of The Society for Improving the Condition of the Labouring Classes, and Honorary Secretary of the French Hospital.

### Mr. A. BIRRELL, K.C.

The Right Hon. Augustine Birrell, K.C., author of "Obiter Dicta" and various other works, died at his home at Chelsea on Monday, 20th November, at the age of eighty-three. Educated at Trinity Hall, Cambridge, of which he was made an Honorary Fellow in 1879, he was called to the Bar by the Inner Temple in 1875, and took silk in 1893. He became Professor of Law at University College, London, in 1895, and in 1903 he was elected a Bencher of the Inner Temple. Mr. Birrell represented West Fifeshire as a Liberal from 1889 until 1900, and North Bristol from 1906 until 1918. He was President of the Board of Education 1905–7, and Chief Secretary to the Lord Lieutenant of Ireland 1907–16.

### Mr. E. T. GARDOM.

Mr. Edward Theodore Gardom, O.B.E., solicitor, of Gloucester, died on Monday, 13th November. Mr. Gardom, who was admitted a solicitor in 1874, had been Clerk of the Peace and Council for Gloucestershire for over forty years, and only retired from that post a few weeks ago. Mr. Gardom had also been President of the Gloucestershire branch of the N.A.L.G.O. since its formation in 1918.

### Mr. G. HAYE.

Mr. George Haye, solicitor, head of the firm of Messrs. Haye & Son, of Wokingham, died at his home at Wokingham, on Monday, 13th November, at the age of sixty-six. He was admitted a solicitor in 1890, and in the same year he became associated with the late Mr. J. F. Sargeant in the firm of Messrs. Sargeant & Haye, now Messrs. Haye & Son. In 1893 he was appointed Assistant Clerk to the Wokingham Board of Guardians, and held that position until 1920.

## Parliamentary News.

### Progress of Bills.

### House of Lords.

Benefices (Sequestrations) Measure, 1933.
Royal Assent. [17th November.
British Nationality and Status of Aliens Bill.
Royal Assent. [17th November.
Expiring Laws (Continuance) Bill.
Royal Assent. [17th November.
Firearms and Imitation Firearms (Criminal Use) Bill.
Royal Assent. [17th November.
Local Government Bill.
Royal Assent. [17th November.
Matrimonial Causes (Procedure in Suits for Nullity) Bill.
Read First Time. [21st November.
Ministry of Health Provisional Order Confirmation (Warwick) Bill.
Royal Assent. [17th November.
Ministry of Health Provisional Order Confirmation (Wellington, Salop) Bill.
Royal Assent. [17th November.
Protection of Birds Bill.
Royal Assent. [17th November.
Road and Rail Traffic Bill.
Royal Assent. [17th November.
Select Vestries Bill.
Read First Time. [21st November.
Superannuation (Ecclesiastical Commissioners and Queen Anne's Bounty) Bill.
Royal Assent. [17th November.

### House of Commons.

Outlawries Bill.
Read First Time. [21st November.

## Societies.

### British Records Association.

First Annual Meeting.

This Association, which was founded recently to provide a meeting ground for the many institutions and persons interested in public and private records, held its first annual meeting on Monday, the 13th November, at Burlington House, under the presidency of the Master of the Rolls. Its work has been described in a paper read to The Law Society at Oxford by Mr. Hilary Jenkinson, F. W. Maitland Lecturer in the University of Cambridge. The morning was occupied by a session of the Records Preservation Section, which is continuing the work of the British Records Society in organising a service for obtaining possession of unwanted collections of documents and distributing them to suitable places, such as the repositories maintained by archæological and record societies, borough authorities, colleges, county councils, public libraries and museums. As solicitors have charge of large collections of private records, the Association finds it essential

to devise some means of establishing effective contact with them.

Sir MATTHEW NATHAN, who occupied the chair, explained that there were two main ways of making this contact: either centrally from the Association itself, or locally by establishing small committees all over the country who would get in touch with local firms of solicitors.

Miss ETHEL STOKES, Chairman of the section, said that the Association would deal with London solicitors, but that many institutions and associations all over the country had carried on similar work for some years and that the best plan would be one of co-operation between the centre and the provinces. Methods that had been tried in the past had been personal approach to solicitors, letters in the Press and circulars. Solicitors had been at first distrustful but were getting to know the Association's sorting-rooms, where documents were inspected by volunteers and the results reported to the owner. Country solicitors had sometimes approached the society of their own accord.

Mr. H. ST. G. GRAY (Somerset) said that solicitors were very shy of parting with their documents. His society had circularised all the solicitors of Somerset and Bristol four years ago, but had only received six replies.

Mr. LISTER (Hove) suggested that an appeal from the central association would have a wider effect than one from a local society. He had written personal letters to every lord of the manor in Sussex; the letters had all been referred to solicitors, who had all refused to part with any documents.

Mr. W. HOLWORTHY suggested that the central office should send a copy of Mr. Hilary Jenkinson's paper to every solicitor whom it approached, and that its appeal should be headed with the name of the Master of the Rolls.

Mr. AUSTIN (Gloucester) suggested that the work of the association might be brought before the annual meeting of the local law society, and that solicitor members might be asked to use their influence with their professional brethren to make the work better known.

Mr. HILARY JENKINSON stated that the Secretary of The Law Society had already promised to distribute copies to all the provincial law societies.

Mr. G. T. L. SPENCER (Hereford), speaking as a solicitor, also considered that co-operation between the Association, local institutions and the provincial law societies offered the best prospects, and another member laid stress on the need for the backing of The Law Society. Mr. Jenkinson assured the meeting that this support was already generously given.

Dr. W. W. VEALE (Bristol) made a most valuable contribution to the discussion in explaining what he called the practical rules of the game, from his inside knowledge as a member of the Council of the Bristol Law Society. He said that circular letters received a very lukewarm reception, and that it was quite useless circularising general meetings of local law societies, because members only attended them with the idea of getting away as quickly as possible. The only practical method was to induce some member of the council of the provincial society to move strongly that a sub-committee of the council should approach the solicitors of the neighbourhood. Three men in Bristol whom he had in mind for this work would do more in a month than circulars could do in twenty years.

Miss DERMOTT HARDING (Kent) spoke of the valuable progress made in Bristol during the provincial meeting of The Law Society in 1932. A special records exhibition had been organised in the hall with someone on duty to explain the records, and a talk to students had been arranged. Much interest had been aroused among local solicitors.

Mr. LLEWELLYN DAVIS (National Library of Wales) said that the visit of the Master of the Rolls had been valuable and that personal contact by men in the district was more effective than circulars.

Mrs. TAPLEY SOPER (Exeter) suggested that lectures should be given in colleges, universities and other institutions on the value and interest of documents, in order to attract the attention of members of landed families.

Dr. D. A. CHART (Northern Ireland) said that the greatest danger to documents was at the death of the owner, and that the section would do well to establish contact with executors and solicitors having charge of probate, and to post up notices in the local probate registry.

Col. G. W. R. PARKER (Yorkshire) said that appeals for deposit rather than for gift produced far better results.

Mr. F. G. EMMISON (Bedfordshire) said that after the visit of the Master of the Rolls two years ago, solicitors had been approached to allow the Clerk of the Records to see the documents in their offices. Many of them had been most helpful and the County Records Committee had been swamped with documents. Show-cases in the Shire Hall containing selected documents illustrating various phases of public life such as taxation, roads or wills had proved of interest.

Miss JOAN WAKE suggested that circular letters might have a negative value in preventing the destruction of documents.

The section resolved that the Association should take steps to have sub-committees of provincial law societies appointed to establish touch with solicitors for the furtherance of the work, and that the provincial law societies should be asked to include members of the Association in these sub-committees.

In the afternoon a conference was held at Burlington House to discuss the subject of "Local Archives: their Problems and Possibilities." Dr. G. H. FOWLER, of the Bedfordshire Records Committee, and Professor F. M. POWICKE, of Oxford University, opened the meeting, and many members expressed their opinions on the most efficient methods of organising repositories. Mr. CASHMORE, of Birmingham, had many supporters in his plea for centralisation in big towns, while Mr. CENELYM JONES, who represented the County Councils Association, urged the prior claims of the county repositories. The subject was presented from the point of view of the student, and in the interests of research.

At a business meeting of the Association, held in the evening, the chair was taken by the Master of the Rolls, the President, who introduced the report and statement of accounts. He said that the individual membership of the Association now numbered 188, while eighty-three institutions also belonged. This showed that the Association had strength and force and usefulness. It was taking advantage of and trying to assist a movement which had been prompted from the provinces to take care of the country's muniments and records. There was a very great zeal throughout the country for this work, and the Association wanted to see established in every county a county record office. These records illustrated the life and history of the simple people who had gone before as well as of the great deeds that had been done in the past. In them was found a record of the spirit of the people. The Association now incorporated all those bodies which took an interest in its work, but it needed more members still, and seeing what had been done in the past year, there was great reason to hope that next year the members would be still more numerous.

An evening reception was held at the Grocers' Hall on the same night, and guests were received by the Master of the Rolls and Lady Hanworth and were able to inspect the interesting documents, going back four or five hundred years, relating to the history of the Grocers' Company. The exhibition also showed the wonderful work which can be done in restoring old and tattered documents.

## Inns of Court.

### CALLS TO THE BAR.

Friday, 17th November was Call Night at the Inns of Court. The following were called:—

### LINCOLN'S INN.

L. J. Lucas, St. John's College Oxford, B.A.; G. Kanga, St. Catherine's, Oxford; J. Leigh, Balliol College, Oxford, B.A.; W. J. Wolfe, Downham College, Cambridge, B.A.; A. Tennant, Trinity College, Cambridge, B.A.; A. M. Apelbom, University College, London, LL.B.; Mohd Aslam Kkattak, Brasenose College, Oxford, B.A., and Punjab University, B.A.; J. Cole, King's College, Cambridge, B.A.; E. Toister, University College, London, LL.B.; W. H. Mechling, Exeter College, Oxford, B.Litt., and Harvard University, M.A., Ph.D.; S. Nicholas, London University, B.Sc.; Gertrude E. Miles, London University, B.A., B.Sc.Econ.

### INNER TEMPLE.

Miss M. B. Morel, Girton College, Cambridge, B.A.; Mrs. M. Turton, Edinburgh University, M.D., Ch.B., and London University, D.P.H.; E. N. Taylor; N. A. Sligh, Worcester College, Oxford, B.A.; R. H. Fooks, Exeter College, Oxford, M.A.; A. Khaleeli, Brasenose College, Oxford, B.A.; R. A. Kaye, Christ Church, Oxford, B.A.; E. S. O'Mahony, Trinity College, Dublin, and University College, Cork; C. Sucharitakul; V. Krairiksh, Queen's College, Oxford, B.A.; G. W. Hignett, Christ Church, Oxford, B.A., B.C.L.; P. N. Dalton, Trinity College, Cambridge, B.A.; J. E. MacColl, Balliol College, Oxford; M. H. Malik, St. Catherine's College, Cambridge, B.A.; J. D. F. Green, Peterhouse, Cambridge, B.A.; Mrs. E. C. Malik, Girton College, Cambridge, B.A.; W. G. Wingate, Lincoln College, Oxford, B.A.; B. S. Pandit, London University, B.A., Ph.D.; A. G. Friend, Keble College, Oxford, B.A.; J. L. B. Leicester-Warren, Magdalen College, Oxford, B.A.; W. J. M. Borthwick, Trinity College, Cambridge, B.A.; P. K. Mistri, Pembroke College, Cambridge, B.A., LL.B.; J. A. Grieves, Exeter College, Oxford, B.A.; A. E. E. Reade; D. H. Parsons, New College, Oxford, B.A.; J. S. Watson, Jesus College, Cambridge, B.A.; I. W. Birts, Oriel College, Oxford, B.A.; D. C. Todd, Oriel College, Oxford; M. W. L.

Corry; L. MacGregor; M. De Yturbe, Trinity College, Cambridge, B.A.; F. R. Anthony; Miss B. T. Lim, University College, London, LL.B.; N. S. Nanton, King's College, London, LL.B.; E. A. Kirschner, Emmanuel College, Cambridge, B.A.; W. H. A. Webster; R. J. L. Simpson, St. John's College, Cambridge, B.A.; Miss M. A. Wailes, Bedford College, London, B.A.

MIDDLE TEMPLE.

Ponnambalam Ramalingam, B.A., Christ Church, Oxford; J. P. H. Trevor, B.C.L., Pembroke College, Oxford; Bibhu Kumar Chaudhuri, B.Sc., London University; J. E. T. Brancker; Maganbhai Gordhandas Parikh, B.Com., London University, B.A., Bombay University; Lily Evalina Tie-Ten-Quee, B.A., Newnham College, Cambridge, L.R.A.M., A.R.C.M. L.A.B.; Balakrishna Rao Kabad, B.A., Madras University; Amrit Rai, B.A., Punjab University, M.A., Columbia University; Pan Thong Ho; R. Gatty, B.A., Magdalen College, Oxford; R. L. E. Dreschfield, B.A., Trinity Hall, Cambridge; F. H. Dean, LL.M., Manchester University; Choon Poon Chew; D. H. L. Ward; Kartar Singh Chhachhi, B.A., Fitzwilliam Hall, Cambridge; J. C. Phipps, B.A., Trinity College, Oxford; R. H. Griffiths, LL.B., London University; E. W. Roskill, B.A., Exeter College, Oxford; F. P. Coombes; M. C. A. Hemphill, Baron, B.A., New College, Oxford.

GRAY'S INN.

W. L. Walker, M.A., LL.B., Emmanuel College, Cambridge; J. A. Schwab, L. en Dr., Paris University; G. W. M. Grover; G. A. G. Curtler, B.A., St. John's College, Oxford; J. E. M. Gunning, Magdalen College, Cambridge; C. W. H. Jones, B.Sc., Ph.D., London University; A. Rubinstein, LL.B., Manchester University; R. Fink, London University; R. K. Tinkler, B.A., B.Sc., Balliol College, Oxford; Ellyahu Shereshevsky, LL.B., London University; H. N. G. Fernando, B.A., B.C.L., Balliol College, Oxford; A. M. Muttukumaru, B.A., Jesus College, Oxford; E. L. Norton, B.A., Trinity College, Oxford; E. T. D. Gaudoin, B.A., Madras University; R. N. Birley, M.A., Balliol College, Oxford; H. F. Newman, LL.B., Liverpool University; R. H. Keatinge, B.A., LL.B., Trinity College, Dublin; J. A. B. Lee, London University; R. Nettell, M.A., Exeter College, Oxford.

## Solicitors' Managing Clerks' Association.

A meeting will be held on Friday, 1st December, in the Inner Temple Hall, by kind permission of the Benchers, when Mr. Norman Birkett, K.C., will deliver a lecture on "The Law of Libel—Some recent decisions." The chair will be taken at 7 o'clock precisely by The Hon. Mr. Justice Hawke. The meeting ends at 8 p.m.

## Chartered Institute of Secretaries.

Mr. F. GURDON PALIN, President, took the chair at the annual dinner of the Institute held at Guildhall, on the 21st November.

Mr. R. M. HOLLAND-MARTIN, in proposing the toast of the Chartered Institute of Secretaries, said that there was a tendency to-day to look too much to the Government for assistance. It was well to remember that Parliaments were our servants, and that what counted in a nation was the integrity and skill of those responsible for the big national businesses. The Institute, which was formed forty years ago, was carrying out a most important part in the life of England.

THE PRESIDENT, in replying, welcomed those present on behalf of the Institute, which, he said, aimed at maintaining a high standard of character and integrity among its members by means of its disciplinary committee. He had been told that there were people who never consulted a lawyer, he could understand that there were people who never consulted an accountant, but there was no one who at some period or another had not been dependent upon the services of a secretary, from the humble secretary of a sports club to the Secretaries of State who performed the highest functions. The growth of the joint stock system had greatly increased the importance of the secretary, and he had the best information behind him in saying that in the main that system was conducted honestly. The Stock Exchange had recently strengthened the safeguards against the efforts of promoters who looked to Throgmorton Street for their profits rather than to their own efforts.

Mr. HILDRED CARLISLE, in proposing the toast of the Corporation of London, said the City of London was first, not only in commerce and in finance, but in its charities. He referred to the schools supported by the Corporation, and to the many open spaces it maintained in Greater London.

THE LORD MAYOR replied.

Mr. W. G. HISLOP, Vice-President, proposed the health of the guests, and Capt. OLIVER LYTTLETON, in replying, thanked the Institute for their hospitality.

Among those present were Viscount Leverhulme, Lord Plender, the Archdeacon of London, Col. William Anderson, Mr. F. A. Barrett, Mr. Samuel H. Brown, Mr. D. W. Douthwaite, Mr. E. A. Eborall, Mr. Russell J. Freeman, Mr. H. J. Greening, Mr. F. Greenwood, Mr. F. W. Mander, Mr. R. H. Monier-Williams, The Hon. A. E. A. Napier, Mr. A. A. Pitcairn, Mr. Colin Smith, Mr. J. J. Wills and Mr. C. H. Isdell-Carpenter, Secretary of the Institute.

## United Law Society.

A meeting of the United Law Society was held in Middle Temple Common Room, on 20th November. Mr. H. Wentworth Pritchard proposed: "That in the opinion of this House judgment should be given for the plaintiff in the following case." These facts were detailed in the case: A written offer of marriage was received by one lady though intended for another; the lady, reasonably believing the offer to be intended for her, accepted it; the offeror pointed out the mistake, but the lady sued him for breach of promise of marriage. Mr. J. A. Plowman opposed. Messrs. R. G. Plowman, Habershon, Wood-Smith, Edwards, Burke, Hill and Everett spoke and Mr. Wentworth Pritchard replied. The motion was lost.

## The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room, on Friday, 10th November. The President, Mr. L. Ungoed Thomas, took the chair at 8 p.m. In public business Mr. J. E. McColl (I.T.) moved: "That this House approves the Socialist Policy as outlined at the Hastings Conference." Mr. Brian Davidson (L.I.) opposed. There spoke to the motion Mr. Yahuda, Mr. Walker Smith, Mr. G. Beaumont, the Hon. Secretary, Mr. E. Roskill, Mr. J. Boyd Carpenter, Mr. J. H. Bray, Mr. Walter Stewart, Mr. Howard, The Vice-President, Mr. Bucher, Mr. Banerji, Mr. Stogdon, and the Hon. Proposer in reply. On a division the motion was lost by fourteen votes.

An ordinary meeting of the Society was held in the Middle Temple Common Room, on Friday, 17th November. The President, Mr. L. Ungoed Thomas, took the chair at 8 p.m. In public business Mr. J. Boyd Carpenter proposed: "That this House welcomes the Government's Unemployed Relief Proposals." Mr. A. Baden Fuller opposed and Miss Jennie Lee spoke third. There spoke to the motion The Hon. Secretary, Mr. Menzies, Mr. Simmons, Mr. Bucher, Mr. Stride, Mr. Lloyd (ex-President), Mr. Younger, Mr. Howard, Prince Lieven, Mr. F. Howard, Mr. Bray and the Hon. Proposer in reply. On a division the motion was won by eighteen votes.

## University of London Law Society.

The University of London Law Society at its meeting on Tuesday, at London University College, Gower-street, with the president (Mr. J. C. Hales) in the chair, had a legal debate on the Chancery case of *Re Chardon*, and an enlightening and interesting discussion took place on the doctrine of perpetuities and the scope of the definition of charities. The talk was opened by Mr. Goodman and Mr. Betuel, barrister-at-law.

During private business there was a long discussion on the venue of future meetings, and an overwhelming vote was cast for continuing to accept the accommodation offered so willingly by University College since 1906. The following members spoke during the evening: Miss Watson, barrister-at-law, Miss Duffield, Messrs. Robinson, F. E. C. Wood, Walters, Kelly, Rose, Wheel, E. M. Senariatne.

It was agreed that nomination would be taken at the next meeting for names of those willing to serve on a rules committee.

# Legal Notes and News.

## Honours and Appointments.

The King has been pleased to approve the appointment of Mr. T. HOLLIS WALKER, K.C., to be a Commissioner of Assize to go the Western Circuit (Bristol). Mr. Walker, Recorder of Derby, who was called to the Bar by the Inner Temple in July, 1886, and took silk in 1910, was appointed Commissioner of Assize on the South Wales Circuit last December. He received similar appointments in June, 1931, and in 1924.

The electors to the All Souls Readership in English Law at Oxford have appointed GEOFFREY CHEVALIER CHESHIRE, D.C.L., Fellow of Exeter College, to the readership to hold office for five years from 1st January, 1934, in place of the Principal of Jesus, who has resigned.

## Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

## Wills and Bequests.

Mr. Philip Kenyon Wake, solicitor, of Sheffield, senior partner in the firm of Messrs. Wake & Sons, solicitors, left estate of the gross value of £83,321, with net personalty £76,752.

Mr. Arthur Henry Aitken, solicitor, of Clitheroe, for forty-one years Town Clerk of Accrington, left £16,088, with net personalty £15,863.

Mr. Elliot Francis Barker, solicitor, of Manson-place, S.W., partner in the firm of Wontner & Sons, solicitors to the Commissioner of Metropolitan Police, left £1,663, with net personalty £1,248.

Mr. Ernest Lewin Chapman, solicitor, of Bloomsbury-square, W.C., and Twickenham, left £6,966, with net personalty £5,276.

### GRAY'S INN SCHOLARSHIPS.

An Entrance Scholarship (£100 a year for three years) has been awarded to Mr. John Mervyn Jones, of Gonville and Caius College, Cambridge. A Lord Justice Holker Junior Scholarship (£100 a year for three years) has been awarded to Mr. Joshua Marcus Keidan, of St. John's College, Cambridge.

### INCORPORATED ACCOUNTANTS SOCIETY.

Mr. Bertram B. Benas, Barrister-at-law, delivered a lecture before the Incorporated Accountants Society (Leicester Branch) on the subject of "The Land Laws of England."

### THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED.

NEW DIRECTORS.

Mr. Douglas T. Garrett (Messrs. Parker, Garrett & Co.), of St. Michael's Rectory, Cornhill, E.C., and Mr. Harvey F. Plant (Messrs. Gregory, Rowcliffe & Co.) 1, Bedford-row, W.C., have been elected to the Board of The Solicitors' Law Stationery Society, Limited.

# Court Papers.

## Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

| DATE. | EMERGENCY ROTA. | APPEAL COURT No. 1. | GROUP I. MR. JUSTICE EVE. Witness. Part II. | MR. JUSTICE MAUGHAM. Witness. Part I. |
|---|---|---|---|---|
| | Mr. | Mr. | Mr. | Mr. |
| Nov. 27 | Ritchie | Hicks Beach | Hicks Beach | *Blaker |
| „ 28 | Blaker | Andrews | *Blaker | *Jones |
| „ 29 | More | Jones | Jones | *Hicks Beach |
| „ 30 | Hicks Beach | Ritchie | *Hicks Beach | *Blaker |
| Dec. 1 | Andrews | Blaker | Blaker | Jones |
| „ 2 | Jones | More | Jones | Hicks Beach |

| DATE. | GROUP I. MR. JUSTICE BENNETT. Non-Witness. | MR. JUSTICE CLAUSON. Witness. Part I. | GROUP II. MR. JUSTICE LUXMOORE. Non-Witness. | MR. JUSTICE FARWELL. Witness. Part II. |
|---|---|---|---|---|
| | Mr. | Mr. | Mr. | Mr. |
| Nov. 27 | Jones | *Andrews | More | *Ritchie |
| „ 28 | Hicks Beach | *More | Ritchie | Andrews |
| „ 29 | Blaker | *Ritchie | Andrews | *More |
| „ 30 | Jones | Andrews | More | Ritchie |
| Dec. 1 | Hicks Beach | *More | Ritchie | *Andrews |
| „ 2 | Blaker | Ritchie | Andrews | More |

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

# Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 7th December, 1933.

| | Div. Months. | Middle Price 22 Nov. 1933. | Flat Interest Yield. £ s. d. | †Approximate Yield with redemption £ s. d. |
|---|---|---|---|---|
| **ENGLISH GOVERNMENT SECURITIES** | | | | |
| Consols 4% 1957 or after | FA | 109½ | 3 13 1 | 3 7 11 |
| Consols 2½% | JAJO | 73½ | 3 8 0 | — |
| War Loan 3½% 1952 or after | JD | 100 | 3 10 0 | 3 10 0 |
| Funding 4% Loan 1960-90 | MN | 110½ | 3 12 5 | 3 7 9 |
| Victory 4% Loan Av. life 29 years | MS | 109½ | 3 13 1 | 3 9 6 |
| Conversion 5% Loan 1944-64 | MN | 116¾ | 4 5 8 | 3 0 7 |
| Conversion 4½% Loan 1940-44 | JJ | 110⅛ | 4 1 5 | 2 14 1 |
| Conversion 3½% Loan 1961 or after | AO | 100¼ | 3 9 10 | 3 9 9 |
| Conversion 3% Loan 1948-53 | MS | 98½ | 3 0 11 | 3 2 2 |
| Conversion 2½% Loan 1944-49 | AO | 93¼ | 2 13 7 | 3 1 4 |
| Local Loans 3% Stock 1912 or after | JAJO | 86½ | 3 9 4 | — |
| Bank Stock | AO | 348½ | 3 8 11 | — |
| Guaranteed 2¾% Stock (Irish Land Act) 1933 or after | JJ | 77½ | 3 11 0 | — |
| India 4½% 1950-55 | MN | 108 | 4 3 4 | 3 16 6 |
| India 3½% 1931 or after | JAJO | 85 | 4 2 4 | — |
| India 3% 1948 or after | JAJO | 72 | 4 3 4 | — |
| Sudan 4½% 1939-73 | FA | 111 | 4 1 1 | 2 3 2 |
| Sudan 4% 1974 Red. in part after 1950 | MN | 108 | 3 14 1 | 3 7 6 |
| Transvaal Government 3% Guaranteed 1923-53 Average life 12 years | MN | 100 | 3 0 0 | 3 0 0 |
| **COLONIAL SECURITIES** | | | | |
| *Australia (Commonw'th) 5% 1945-75 | JJ | 111 | 4 10 1 | 3 16 9 |
| *Canada 3½% 1930-50 | JJ | 101 | 3 9 4 | — |
| *Cape of Good Hope 3½% 1929-49 | JJ | 101 | 3 9 4 | — |
| Natal 3% 1929-49 | JJ | 96 | 3 2 6 | 3 6 11 |
| New South Wales 3½% 1930-50 | JJ | 99 | 3 10 8 | 3 11 7 |
| *New South Wales 5% 1945-65 | JD | 108½ | 4 12 2 | 4 1 9 |
| *New Zealand 4½% 1948-58 | MS | 108 | 4 3 4 | 3 15 0 |
| *New Zealand 5% 1946 | JJ | 111 | 4 10 1 | 3 16 8 |
| *Queensland 4% 1940-50 | AO | 102 | 3 18 5 | 3 13 5 |
| *South Africa 5% 1945-75 | JJ | 114 | 4 7 9 | 3 11 0 |
| *South Australia 5% 1945-75 | JJ | 110 | 4 10 11 | 3 18 9 |
| *Tasmania 3½% 1920-40 | JJ | 101 | 3 9 4 | — |
| Victoria 3½% 1929-49 | AO | 98 | 3 11 5 | 3 13 4 |
| *W. Australia 4% 1942-62 | JJ | 102 | 3 18 5 | 3 14 2 |
| **CORPORATION STOCKS** | | | | |
| Birmingham 3% 1947 or after | JJ | 86 | 3 9 9 | — |
| *Birmingham 4½% 1948-68 | AO | 112 | 4 0 4 | 3 9 3 |
| *Cardiff 5% 1945-65 | MS | 111 | 4 10 1 | 3 16 9 |
| Croydon 3% 1940-60 | AO | 94 | 3 3 10 | 3 7 1 |
| *Hastings 5% 1947-67 | AO | 114 | 4 7 9 | 3 12 7 |
| Hull 3½% 1925-55 | FA | 99 | 3 10 8 | 3 11 4 |
| Liverpool 3½% Redeemable by agreement with holders or by purchase | JAJO | 100 | 3 10 0 | — |
| London County 2½% Consolidated Stock after 1920 at option of Corp. | MJSD | 73 | 3 8 6 | — |
| London County 3% Consolidated Stock after 1920 at option of Corp. | MJSD | 85½ | 3 10 2 | — |
| Manchester 3% 1941 or after | FA | 86 | 3 9 9 | — |
| Metropolitan Consd. 2½% 1920-49 | MJSD | 93 | 2 13 9 | 3 1 3 |
| Metropolitan Water Board 3% "A" 1963-2003 | AO | 88 | 3 8 2 | 3 9 2 |
| Do. do. 3% "B" 1934-2003 | MS | 89 | 3 7 5 | 3 8 4 |
| Do. do. 3% "E" 1953-73 | JJ | 96 | 3 2 6 | 3 3 7 |
| *Middlesex C.C. 3½% 1927-47 | FA | 102 | 3 8 8 | — |
| Do. do. 4½% 1950-70 | MN | 113 | 3 19 8 | 3 9 5 |
| Nottingham 3% Irredeemable | MN | 85 | 3 10 7 | — |
| *Stockton 5% 1946-66 | JJ | 112 | 4 9 3 | 3 16 2 |
| **ENGLISH RAILWAY PRIOR CHARGES** | | | | |
| Gt. Western Rly. 4% Debenture | JJ | 104½ | 3 16 7 | — |
| Gt. Western Rly. 5% Rent Charge | FA | 121½ | 4 2 4 | — |
| Gt. Western Rly. 5% Preference | MA | 105½ | 4 14 9 | — |
| ‡L. & N.E. Rly. 4% Debenture | JJ | 100 | 4 0 0 | — |
| ‡L. & N.E. Rly. 4% 1st Guaranteed | FA | 92½ | 4 6 6 | — |
| ‡L. Mid. & Scot. Rly. 4% Debenture | JJ | 101 | 3 19 2 | — |
| ‡L. Mid. & Scot. Rly. 4% Guaranteed | MA | 94½ | 4 4 8 | — |
| Southern Rly. 4% Debenture | JJ | 104 | 3 16 11 | — |
| Southern Rly. 5% Guaranteed | MA | 118½ | 4 4 5 | — |
| Southern Rly. 5% Preference | MA | 105½ | 4 14 9 | — |

* Not available to Trustees over par.
† In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.
‡ These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

# LEGACIES.

THE suggestions of the legal adviser have great weight with most testators, and an appeal is made for the claims of ST. DUNSTAN'S to be borne in mind when charitable bequests are under consideration. St. Dunstan's is solely responsible for the training, settlement and lifelong after-care of over two thousand men who have been blinded as the result of their service for King and Country.

All information from: THE SECRETARY,

## ST. DUNSTAN'S

HEADQUARTERS,
INNER CIRCLE, REGENT'S PARK,
LONDON, N.W.1.

*(St. Dunstan's is registered under the Blind Persons Act, 1920.)*
The Eighteenth Annual Report may be had on application.

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THE
## PRINCESS ELIZABETH
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## HOSPITAL FOR CHILDREN
(FORMERLY EAST LONDON HOSPITAL FOR CHILDREN),
SHADWELL, LONDON, E.1,

*Earnestly requests the help of Solicitors when preparing Charitable Bequests.*

## LEGACIES
**are a valued and much needed help in our great work.**

This Hospital which is isolated from the natural sources of charity, has for over 70 years been serving the sick and suffering children of the East End of London, and during that period has treated over 1,400,000 little patients.

*Patrons:* THEIR MAJESTIES THE KING AND QUEEN.
*Chairman:* BRIG.-GENERAL SIR HILL CHILD, C.B., C.M.G., D.S.O., M.V.O.

ANNUAL REPORT and full particulars of the work gladly supplied by the Secretary, Mr. J. F. RUSSELL. ('Phone: East 5068.)

# CAMBERWELL HOUSE,

**33, PECKHAM ROAD, LONDON, S.E.5**

Telegrams: "PSYCHOLIA, LONDON."
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Four Resident Physicians and Visiting Consultants

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**The Convalescent Branch is Hove Villa, Brighton, and is 200 feet above sea level.**

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## Miss SMALLWOOD'S SOCIETY
FOR THE ASSISTANCE OF LADIES IN REDUCED CIRCUMSTANCES.
*Under Royal Patronage.*

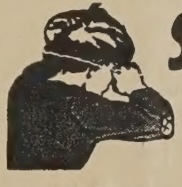
## An Urgent Appeal—LEGACIES

"THEIR WORKS DO FOLLOW THEM."

There are many people who, alas, cannot give to this Society during their lifetime, but we shall be glad if they will remember that a Legacy, large or small, will be very useful and gratefully received. The need of help is greater than ever.

**NEW ANNUAL SUBSCRIPTIONS WILL BE MOST THANKFULLY RECEIVED.**
**WILL LAWYERS KINDLY ADVISE THEIR CLIENTS TO HELP THIS SOCIETY.**

*Please make Cheques payable to—*
**MISS SMALLWOOD'S SOCIETY, Lancaster House, Malvern.**



## *Somebody must care!*

Brutally assaulted, starved, neglected,—SOMEBODY must save such little lives.

The National Society for the Prevention of Cruelty to Children is protecting little ones everywhere.

A remembrance of the claims of children is earnestly sought when preparing charitable bequests.

**LEGACIES ARE A VALUABLE HELP.**

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THE **N. S. P. C. C.**
**Victory House, Leicester Square, London, W.C.2.**
Chairman: The VISCOUNT ULLSWATER, G.C.B.

# PECKHAM HOUSE
## MENTAL HOSPITAL.

**ESTABLISHED 1826.**

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Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1451 (3 lines).

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**65, ROSSLYN HILL, HAMPSTEAD, N.W.3.**

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*Chairman:*

Field-Marshal Sir Claud Jacob, G.C.B., G.C.S.I., K.C.M.G.

*Founded 1855.* *Trustees Incorporated 1923.*

LAST JOINED

**For the Maintenance, Clothing and Education of Daughters of Soldiers, whether Orphans or not.**

The children are trained for Domestic Service and in special cases for Trades. Admission between the ages of six and eleven years, by approval of the Committee. Age of departure, seventeen, when a situation is guaranteed to them and they are supplied with an outfit.

**GENEROUS GIFTS.** Annual Subscriptions and Donations urgently invited and thankfully received by the Secretary, Major H. S. Marshall, D.S.O., at the Home, 65 Rosslyn Hill, Hampstead, N.W.3, or the Hon. Treasurer, Lloyds Bank, Ltd. (Cox's & King's Branch), 6 Pall Mall, S.W.1.

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# GUY'S HOSPITAL

(LONDON BRIDGE, S.E.1)

## NEEDS HELP.

President: H.R.H. THE PRINCE OF WALES, K.G.

Founded in 1725 by Thomas Guy, a Bookseller and Publisher in the City of London. Incorporated and Governed by Acts of Parliament 11th George I, ch. xii, and 61st Victoria, ch. vi, as "The President and Governors of the Hospital founded at the sole costs and charges of Thomas Guy, Esquire."

**NUMBER of BEDS and COTS, 648**

**(Including 31 Cubicles for Paying Patients.)**

Over and above the income from its endowments, the Hospital is dependent upon support from other sources for general purposes to the extent of over

**£120,000 PER ANNUM.**

The Governors earnestly appeal for Testamentary Gifts, additional Annual Subscriptions and Donations towards Maintenance, and for Contributions towards the Re-endowment Fund of the Charity.

A copy of the Annual Report of the Hospital will be sent, together with any further particulars required, on application to the Clerk, Counting House, Guy's Hospital, London Bridge, S.E.1.

Phone: Hop 4740.

Treasurer: F. P. WHITBREAD.

Bankers: THE BANK OF ENGLAND.

**THE ROYAL**

# SURGICAL AID SOCIETY

*Chief Office:*

**SALISBURY SQUARE, FLEET STREET, E.C.4.**

Patron: HIS MAJESTY THE KING.

Treasurer:

W. HANBURY AGGS, Esq., M.A., LL.M.

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**1,500,000 Appliances to the Poor.**

Annual Subscription of £0 10 6

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entitles to Two Recommendations per annum, and so on in proportion to amount.

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RICHARD C. TRESIDDER, *Secretary.*

**LEGACIES ARE SOLICITED.**


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